

AGREEMENT

THIS AGREEMENT is made this _____, by and between the Archuleta County Department of Human Services (hereinafter referred to as “County” or “DHS”) and the Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department (hereinafter referred to as "Contractor").

WHEREAS, DHS is desirous of entering into an agreement with a contractor to provide programs designed to support and enrich the development and improve the life-skills and educational attainment of children and youth. This may include after-school programs and mentoring or tutoring programs. Contractor is responsible for any eligibility determination and maintaining eligibility documentation.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1) TERM

The term of this contract will be from July 1, 2019, until June 30, 2020, unless terminated by either party according to the terms contained herein.

2) TERMINATION

Either party upon 30 days written notice to the other party at the address contained herein may terminate this Agreement for any reason.

Archuleta County
Department of Human Services
P.O. Box 240
Pagosa Springs, CO 81147

Ross Aragon Community Center
P.O. Box 1859
Pagosa Springs, CO 81147

3) COMPENSATION

County agrees to purchase, and Contractor agrees to furnish service to be billed at the following rates:

- The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10th day of the month following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment for those respective services.
- The total for the Contract shall not exceed \$14,025.00.

4) CONFIDENTIALITY

Contractor agrees to safeguard information and confidentiality of cases referred by DHS to the Contractor.

5) TIME

Time is of the essence for all provisions of this Agreement.

6) APPLICABLE AUTHORITY

This Agreement shall be construed under the laws of the State of Colorado.

7) DEFAULT REMEDIES

In the event of default by either party to this Agreement, the non-defaulting party shall give written notice of the default to the defaulting party at the address listed herein. In the event the defaulting party does not cure its default within 10 days after the mailing of the notice then the non-defaulting party may declare this Agreement materially breached and may seek any and all remedies at law or in equity. The non-defaulting party shall be awarded its reasonable attorney's fees and costs in enforcing this Agreement.

8) INDEMNITY

Contractor shall indemnify the DHS from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulations, and the defense of any such claims or actions.

9) SEVERABILITY

The parties hereto agree that each term and condition contained herein is severable. In the event any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

10) BINDING

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

11) APPROPRIATION

This Agreement shall be subject to and conditioned upon appropriation of funds by the Archuleta Board of County Commissioners. Any financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

12) REPORTING REQUIREMENTS

The Contractor will provide DHS with monthly activity reports and these reports will include:

- Child's name, dates of enrollment, and associated cost.

13) CONTRACTOR DUTIES AND RESPONSIBILITIES

The Contractor shall be responsible for the administration and provision of services as described in Exhibit A.

14) COMPLIANCE MONITORING

County reserves the right to periodically inspect project work. If work is being performed incorrectly, the County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work, or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor. In the event of a default by either party to this Agreement, the non-defaulting party may seek any and all remedies at last or in equity.

15) MODIFICATIONS AND AMENDMENT

- Modifications by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.
- Programmatic or Budgetary Modifications – No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. DHS may withhold such authorization in its good faith discretion.
- Other Modifications – If either DHS or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (a) and (b) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

16) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) - federal law and regulations governing the privacy of certain health information.

17) INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to

perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

18) NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties hereto understand and agree that DHS, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DHS.

19) COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

20) ASSIGNMENT

Except for Contractor's normal and customary business processes, Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of DHS. Any attempt by Contractor to assign or transfer its rights hereunder shall, at the option of DHS, void the assignment or automatically terminate this Contract and all rights of Contractor hereunder.

21) SIGNATORY AUTHORITY

Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.

22) NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.

23) AMBIGUITIES

Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.

24) ENTIRE CONTRACT

This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have agreed the day and year first above written.

Matthew A. Dodson, Director
Archuleta County Department of
Human Services

Date: _____

Darren Lewis, Director
Ross Aragon Community Center

Date: _____

Archuleta County Commissioner Chair

Date

EXHIBIT A
Ross Aragon Community Center
TANF Services

Contractor agrees to provide staff to deliver quality child care for TANF-eligible children enrolled in the Kickin' It During the Summer (KIDS) program, in a safe, well-organized, and structured environment. KIDS program will serve up to 15 TANF-eligible children by providing scholarships for full-time or part time enrollment on a first come, first served basis to families who are experiencing economic hardship and are unable to pay for the program by other means, such as the Colorado Child Care Assistance Program. The KIDS program will allow children to receive high quality care while parents and caregivers are working or engaged in other work activities, and decrease the likelihood of children lacking adequate supervision. KIDS will also decrease out-of-wedlock births by increasing self-esteem, and help children to learn responsibility while forming relationships with supportive caring adults. All activities are offered for TANF eligible and non-TANF eligible children and youth.

Archuleta County Department of Human Services Obligations:

- Archuleta County Department of Human Services staff will meet with The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department staff as needed to consult regarding programmatic service coordination.
- Archuleta County Department of Human Services staff will refer consumers believed to be eligible to the KIDS program.
- Archuleta County Department of Human Services staff will collaborate with The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department to finalize reporting parameters.
- Archuleta County Department of Human Services staff will review and approve all invoices and services eligible for payment.

Town of Pagosa Springs:

- The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department staff will screen participant families for TANF eligibility. Contractor is responsible for any eligibility determination and maintaining eligibility documentation.
- The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department staff will provide same level of program services to TANF-eligible families as provided to non-TANF-eligible residents.
- The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department staff will send reimbursement requests to ACDHS on a monthly basis.
- The Ross Aragon Community Center, in conjunction with the Town of Pagosa Springs Recreation Department staff will provide ACDHS with monthly reports.

Budget

The agreed service deliverables and budget caps for this agreement are described in Table 1 below (See Table 2 for a detailed budget).

Table 1:

KIDS Scholarships for TANF Eligible Families Experiencing Economic Hardship	Up to \$14,025.00 for contract period
<i>Reimbursement over contract period:</i>	Up to \$14,025.00 for contract period