AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Early Milestones CO

Action Requested: Other consent

Parties to the Agreement: Colorado Early Milestones

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

Summary:

This stipend is to accommodate the CCAP Pilot Project, it will be used to support the CCAP admin position.

Fiscal Impact: $3000

Submitted by: elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/12/2019

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

Comments:
ok db 8/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2019

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

Agenda Date: 8/20/2019

Revised April 2015

EARLY MILESTONES
COLORADO

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made as of **June 3, 2019** ("Effective Date") between **Early Milestones Colorado** ("Milestones"), a Colorado nonprofit corporation exempt from taxation under § 501(c)(3) of the Internal Revenue Code, and **Gunnison County Department of Health and Human Services** ("Contractor").

In consideration of the terms and conditions of this Agreement, and other valuable consideration, the receipt of which is here by acknowledged, the parties agree as follows:

1. Scope of Work. Milestones hereby engages Contractor to perform the Services described in *Schedule A, Scope of Work*, attached hereto and made a part of this Agreement.

2. Term. This Agreement will automatically terminate upon the Termination Date as stated in *Schedule A, Term,* unless extended in writing signed by both parties or terminated earlier under Paragraph 11 of this Agreement.

3. Payment. Milestones agrees to pay the Contractor **$3,000** to complete the services as stated in *Schedule A, Scope of Work*. **The Contractor shall submit a fully executed W-9 form. Payment will be released upon receipt of the signed Agreement.**

4. Independent Contractor. Contractor represents and warrants that Contractor is and shall be an independent contractor and shall, at Contractor's sole cost and expense, and without any additional compensation, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Services, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Contractor or Contractor's employees.

5. Confidentiality. Contractor acknowledges that in the performance of this Agreement, Contractor may have access to information that is private or confidential to Milestones or the clients, children and families its serves. Contractor agrees not to disclose any such information (the "Confidential Information") to any third party without the specific written authorization of Milestones, regardless of the form or format in which, or means by which, Contractor becomes aware of such information. For the purposes of this Agreement, Confidential Information shall not include information that is in the public domain unrelated to actions by Contractor or information that Contractor has obtained in good faith from legal sources other than Milestones. Contractor agrees to take whatever measures are reasonably necessary to ensure that the employees, independent contractors and agents of Contractor are personally bound to maintain the Confidential Information in the same manner as Contractor.

6. No Political Activities. In performing this Agreement and in recognition of Milestones' status as a § 501(c)(3) organization, Contractor will not use any portion of the Payment to: (1) carry on propaganda, or otherwise attempt to influence legislation, or (2) participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

Contractor agrees that if Contractor has failed to adequately adhere to Milestones' prohibition against such activities, Milestones may terminate this Agreement under the provisions of Paragraph 12(c) below.

7. Compliance With Applicable Federal, State and Local Laws. Contractor and its subcontractors, employees, agents, members and volunteers shall perform all services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed whether or not specifically referenced herein.

8. Indemnification. Contractor 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 Contractor or its employees, subcontractors 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."

9. Insurance. Contractor represents that it carries, and during the term of this Agreement will continue to carry, Worker's Compensation Insurance and commercial general liability insurance as required by the laws of the State of Colorado, automobile insurance, professional liability insurance if professional services are part of the Services, and such other insurance as meets the highest standards of Contractor's business and that is sufficient to cover Contractor's potential liabilities under this Agreement.

10. Termination.
    a. Either party may terminate this Agreement upon 5 days' prior written notice.
    b. If Contractor is in breach of any of the provisions of this Agreement, Milestones may terminate this Agreement immediately by giving written notice to Contractor and, in addition to its other remedies, may cease further Payments.
    c. Milestones may terminate this Agreement at any time if it determines that continuation of the Agreement could jeopardize its status as an organization described in Section 501(c)(3) of the Internal Revenue Code.
    d. Milestones may terminate this Agreement immediately upon the loss of any federal, state or other funding.
    e. This Agreement will terminate automatically upon the bankruptcy or insolvency of either party.

11. Duties upon Termination. Upon termination, Contractor must return that portion of Payments advanced to Contractor and for which work has not been completed at the time of termination of this Agreement. If Contractor's services are terminated, postponed, or revised for any reason, Contractor shall be paid for that portion of the work completed at the time of notice of such action. Additionally, upon termination, Contractor shall return or destroy any Confidential Information of Milestones.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. Contractor expressly acknowledges that there have been no representations by Milestones regarding future agreements or engagements with Contractor.

13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado.

14. Amendment. This Agreement may be amended only in writing signed by both parties.

15. No Assignment. The rights and obligations of Contractor under this Agreement are personal to Contractor and shall not be assigned or transferred to any other person, firm or corporation without the prior, written consent of Milestones.

16. Notices. Any notices provided for or concerning this Agreement shall be in writing and be deemed effective upon receipt at the following addresses:

To Milestones:

Jennifer Nash
Operations Director
165 Madison Street
Denver, CO 80206
720-573-4718
jnash@earlymilestones.org

To Contractor:

Joni Reynolds
Denver Human Services
220 North Spruce Street
Gunnison CO 81230
970-641-3244, joni.reynolds@state.co.us

This Independent Contractor Agreement is executed on the dates set forth below, to be effective as of the Effective Date.

EARLY MILESTONES COLORADO

By: _____

Name: _____

Title: _____

Date: _____

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A
SCOPE OF WORK

1. Scope of Services:

   In January 2019, Early Milestones Colorado received grant funding from Gary Community Investments, Donnell-Kay Foundation, and Constellation Philanthropy to provide project management and technical assistance supports for a Colorado Child Care Assistance Program (CCCAP) contracted slots pilot in Arapahoe, Denver, and Gunnison Counties. To support this pilot, Gunnison County Department of Health and Human Services will:

   1. Identify the local infrastructure, internal authorization/financial staff, and procedural changes necessary to operationalize CCCAP contracted slots.
   2. Recruit at least two child care programs to pilot CCCAP contracted slots.
   3. Participate in advisory team meetings, technical assistance, and rapid cycle learning with other project partners.
   4. Complete surveys, interviews, and other process evaluation activities to inform a project report and expansion of CCCAP contracted slots.
   5. Test and refine potential solutions to inform sustainability.

2. Term: The term of this Agreement is from the Effective date until September 30, 2019.