

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: 07/07/15

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Laramie County Drug and DUI Court programs

APPLICANT: Laramie County Drug Court

AGENT: Kurt Zunker

4. DESCRIPTION: Consideration of a Contract between Laramie County and Foundations, LLC to provide substance abuse treatment services, mental health counseling, drug testing, and other services as required in support of the Drug Court program.

Amount \$ 174,000.00

From July 1, 2015 To June 30, 2016

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



Clerks Use Only:

Commissioner

Signatures

Heath_____

Co Attny _____

Holmes_____

Assist Co Attny _____

Thompson_____

Ash_____

Kailey_____

Grants Manager_____

Action _____

Outside Agency_____

Postponed/Tabled_____

SUBSTANCE ABUSE TREATMENT PROGRAM AGREEMENT
between
LARAMIE COUNTY, WYOMING and FOUNDATIONS, LLC

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street Suite 300, Cheyenne, WY, 82001 ("COUNTY") and Foundations Counseling and Consulting of Wyoming, LLC, 2003 Central Avenue, Cheyenne Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide substance abuse treatment services, drug testing, and other treatment related services, for the Laramie County Drug Court program participants.

II TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until July 1, 2016.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR one hundred seventy-four thousand dollars (\$174,000.00). Payment will be made monthly upon receipt of CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services, and upon review and approval by the Director of the Drug and DUI Court programs. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). The contractor may be eligible for additional payments in accordance with this Agreement if there is a balance of funds available at the end of the fiscal year. Any additional services provided to the COUNTY in accordance to this Agreement, which remains uncompensated at the end of the fiscal year shall be documented and provided to the Director of the Drug and DUI Court programs to be used as in-kind donations in future funding applications.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete the services described "Proposal No.0005-4/14/14" a copy which is retained in the Drug Court and DUI Court program office. The CONTRACTOR may also bill for urinalysis confirmation testing as may be required.
 - 1. The CONTRACTOR agrees to meet the following Department of Health performance measurements;
 - (A) Provide an average of three and one-half (3.5) ancillary services or referrals per participant per month.

- (B) Provide an average of five (5) treatment attendance contacts per participant per month.
2. Any failure on the part of the CONTRACTOR to meet the above listed performance measurements, may result in the County withholding 5% (\$6,750.00) of the total amount awarded under this Agreement.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only

between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Agreement Controls: Where a conflict exists or arises between any provision or condition of the this Agreement, and any provisions and conditions set forth in its attachments this Agreement shall control.

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SUBSTANCE ABUSE TREATMENT PROGRAM AGREEMENT

between

LARAMIE COUNTY, WYOMING

And

FOUNDATIONS COUNSELING AND CONSULTING OF WYOMING,
LLC

Signature Page


LARAMIE COUNTY, WYOMING

By: _____ Date: _____
Amber Ash, Chairman, Laramie County Commissioners


ATTEST:

By: _____ Date: _____
Debbie Lathrop, Laramie County Clerk

CONTRACTOR: FOUNDATIONS COUNSELING AND CONSULTING
OF WYOMING, LLC

By:  J. Nelson MA, LPC Date: 6/30/15

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date: 6-30-15
Bernard Haggerty, Deputy County Attorney