

**HUMAN SERVICES AGREEMENT FY 2019
LARAMIE COUNTY, WYOMING / PEAK WELLNESS**

This Agreement is between Laramie County, Wyoming (COUNTY), 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82003-0608 and Peak Wellness Center, PO Box 1005, Cheyenne, WY 82003-1005.

W I T N E S E T H

WHEREAS, the COUNTY has need for certain services; and

WHEREAS, the CONTRACTOR is desirous of performing said services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **TERM OF AGREEMENT:** This agreement shall commence on July 1, 2018, and shall remain in full force and effect through June 30, 2019.
2. **RESPONSIBILITY OF CONTRACTOR:**
 - a. The CONTRACTOR shall provide services as set forth and described in Attachment A, which is attached hereto and incorporated herein, in a satisfactory and proper manner.
 - b. The CONTRACTOR shall monitor the performance of these services and shall furnish to the COUNTY no later than August 1st following the contract term, a written annual report on the outcomes of these community programs. The report shall be delivered to the Laramie County Clerk, 309 West 20th Street, Cheyenne, Wyoming 82001.
 - c. The CONTRACTOR shall provide its most recent annual and monthly financial statements, including balance sheet and income statement at the conclusion of the contract term. These records and reports shall be delivered to the Laramie County Clerk, 309 West 20th Street, Cheyenne, Wyoming 82001 no later than September 15th following the contract term.
 - d. The CONTRACTOR shall comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964.
 - e. The CONTRACTOR shall allow access to its facility and records by the COUNTY or its representative.

3. **RESPONSIBILITY OF COUNTY:** On or about the first day of October, January, April and June of the contract term, upon presentation of a properly executed Payment Request prescribed by the Laramie County Clerk, the COUNTY shall pay to CONTRACTOR the sum of \$10,000. COUNTY shall have no obligation to provide any additional funding, either cash or in-kind, in this or any succeeding fiscal year. Payments shall be made in accordance with Wyo. Stat. §16-6-602 (as amended).
4. **GENERAL PROVISIONS:**
 - a. **TERMINATION:** This Agreement may be terminated, without cause, by either party upon thirty days written notice by certified mail. It may be immediately terminated for cause if the CONTRACTOR fails to perform substantially in accordance with the terms of this Agreement. Upon termination, compensation shall be prorated through the date of termination.
 - b. **INDEPENDENT CONTRACTOR:** The CONTRACTOR shall function as an independent contractor for the purposes of the Agreement, and shall not be considered an employee of Laramie County for any purposes. CONTRACTOR shall assume sole responsibility for any debts that may be incurred by the CONTRACTOR in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state, and local taxes accruing because of this Agreement. CONTRACTOR understands that neither the CONTRACTOR, nor its agents or employees, is an employee or agent of Laramie County for the purposes of this Agreement; that nothing in this Agreement shall be interpreted as authorizing the CONTRACTOR, or its agents and/or employees, to act as an agent or representative for, or on behalf, of Laramie County; or to incur any obligation of any kind on their behalf. The CONTRACTOR further understands that no health/hospitalization benefits, workers compensation, and/or similar benefits available to Laramie County Employees will be accrued as a result of this Agreement. CONTRACTOR is free to perform these or similar services for other parties.
 - c. **CONFIDENTIALITY OF INFORMATION:** The CONTRACTOR acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. CONTRACTOR agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports or services provided in this Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.

- d. **COMPLIANCE WITH APPLICABLE LAW:** The CONTRACTOR agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of this Agreement. Failure to do so will give COUNTY the right to immediately terminate this Agreement.
- e. **WYOMING LAWS GOVERN:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming; and the courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement. This provision is not intended and shall not be construed to waive COUNTY's governmental immunity as provided in this Agreement.
- f. **NO KICK-BACKS:** The CONTRACTOR certifies and warrants that 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.
- g. **ASSIGNMENT OF RIGHTS:** Neither COUNTY nor CONTRACTOR may assign their rights, nor delegate their duties as set forth in this Agreement, without prior written consent of the other, except that COUNTY may require CONTRACTOR to share grant agreement monies with other providers of like services, as necessary, as determined by COUNTY.
- h. **NON-DISCRIMINATION:** The CONTRACTOR agrees that it will not discriminate against any person who performs work or receives services under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, or handicapped condition.
- i. **AMERICANS WITH DISABILITIES ACT:** CONTRACTOR agrees that it will not discriminate against any qualified individual with a disability pursuant to law, as set forth in the Americans with Disability Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules or regulations related thereto.
- j. **CONTRACTOR TO KEEP INFORMED:** The CONTRACTOR shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by CONTRACTOR under the terms and conditions of this Agreement.
- k. **CHANGES, MODIFICATION, REVISIONS, AND AMENDMENTS:** The CONTRACTOR and COUNTY may from time to time request changes in the scope of the services, etc., to be performed under the terms and conditions of this Agreement. Any changes, modification, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- l. ENTIRETY OF AGREEMENT: This Agreement consisting of six pages and Attachment A of one page represents the entire and integrated Agreement between the parties, and supersedes all prior negotiations, representations and agreements, whether written or oral, with regard to this Agreement.
- m. GOVERNMENTAL IMMUNITY: COUNTY does not waive its governmental 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.
- n. CONFLICT OF INTEREST: The CONTRACTOR and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- o. NOTICES: All notices given under the terms of this Agreement shall be sent by U.S. Mail, Postage Prepaid, addressed to the respective party at the address set forth herein, or to such addresses as the parties shall designate in writing, from time-to-time.
- p. SEVERABILITY: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- q. FORCE MAJEURE: The CONTRACTOR shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control, and without the fault or negligence, of the CONTRACTOR. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. However, in every case, the failure to perform must be beyond the control, and without the fault of or negligence of the CONTRACTOR.
- r. PRIOR APPROVAL: This Agreement shall not be binding upon either party, or COUNTY shall not draw warrants for payment on this Agreement, unless the Agreement has been reduced to writing before performance begins as described under the terms of this Agreement; and unless this Agreement is approved by the Laramie County Board of Commissioners; and if filed with and attested to by the Laramie County Clerk.

- s. **PAYMENT CONTINGENT UPON AVAILABLE FUNDS:** Payment by COUNTY to CONTRACTOR for the services performed under the terms and conditions of this Agreement is contingent upon the availability of COUNTY funds that are appropriated or allocated for payment for such obligation. COUNTY shall notify the CONTRACTOR at the earliest possible time of any such shortage or depletion of funds.
- t. **DAMAGES:** Any violation of the provisions of this Agreement by CONTRACTOR will render the Agreement null and void and COUNTY may recover from CONTRACTOR the damages as a result of said breach, including, but not limited to, all related cost and attorneys' fees.
- u. **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 CONTRACTOR pursuant to this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall purchase and maintain liability insurance sufficient to cover its obligations under this provision.
- v. **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 as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement.

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5. SIGNATURES: IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the day and dates set below; and certify that they have read, understood, and agreed to the terms and conditions of the Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY:

K.N. Buck Holmes, CHAIRMAN
Laramie County Board of Commissioners
310 West 19th Street, Suite 300
Cheyenne, WY 82001

DATE

ATTESTED:

DEBRA K. LEE
Laramie County Clerk

DATE

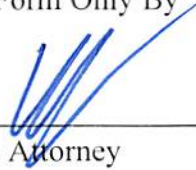
CONTRACTOR:

Shelli J. Shelton CFO
Peak Wellness Center
PO Box 1005
Cheyenne, Wyoming 82003-1005

7/17/18

DATE

Received and Approved
As To Form Only By


County Attorney

ATTACHMENT A

PEAK WELLNESS CENTER

The CONTRACTOR shall provide the following that will benefit the people of Laramie County:

Provide detoxification services to individuals referred to the CONTRACTOR by the County except as follows:

1. Clients who are unconscious and who do not respond to painful stimuli;
2. Clients who have had a prior history of a severe withdrawal syndrome from alcohol and, therefore, would need to be detoxified in a hospital setting;
3. Clients who have an obvious physical injury;
4. Any client who has a very recent seizure (within the prior 12 hours)
5. Any clients evidencing severe symptoms (chest pain, abdominal pain, or head pain) and clients with severe vomiting or severe coughing;
6. Clients who make direct verbal threats toward the counselor;
7. Clients who present physical gestures or aggressive outbursts at the time of admission;
8. Clients who have a previous history of aggressive behavior while intoxicated;
9. Clients with a history of prior physical illness (including diabetes and prior cardiac illness), or clients taking medication for a current physical problem may be refused admission at the discretion of the counselor and/or physician on call; and
10. Any other person whom the Alcohol Receiving Staff believe poses a serious danger to themselves or others or is determined to be inappropriate for detoxification services.