

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this **15th** day of **July 2019** by and between Campbell County Government, Children's Developmental Services of Campbell County (Organization) and **The Y.E.S. House** (Independent Contractor).

In consideration of mutual covenants and promises contained herein, Organization and Independent Contractor agree as follows:

Term of this Contractor Agreement is effective **July 1, 2019** through **June 30, 2020**. If no formal action is taken by either party at the end of the term, this Agreement will renew itself on a month to month basis.

Independent Contractor Obligations

1. Independent Contractor agrees to provide Mental Health Services to Children's Developmental Services of Campbell County. Services will include but are not limited to the following:
 - A. *Provide on-site mental health consultation with program staff, children and parents on an as-needed basis.*
 - B. *Assist program staff in providing special help for children with atypical behavior or development.*
 - C. *Make appropriate referrals to other community mental health resources for continued individual and/or family therapy.*
 - D. *Maintain accurate and accessible case notes on each family who receives mental health services.*
 - E. *Additional Projects/Activities as assigned by the Director of Children's Developmental Services Early Intervention Coordinator and/or their representative.*
2. The Independent Contractor is responsible for all equipment, tools, supplies and all other materials necessary to fulfill this agreement; other than the materials outlined under Organization Obligations.
3. Independent Contractor is responsible for payment of all necessary payroll taxes,

including but not limited to: social security, state and federal income and unemployment taxes, and worker's compensation.

4. Independent Contractor warrants and agrees to comply with all applicable Wyoming, federal and local laws, rules and regulations, and will carry their own liability.

Remuneration

Independent Contractor will be compensated, upon presentation and approval of a signed payment request form, at the following rates:

Mental Health Services - **\$ 67.50 /hour**

Compensation will be paid monthly, by the tenth (10th) of the next month following the period in which work was completed. Funding for this Agreement will be expensed to Contractual Services within the Children's Developmental Services budget; total compensation for these services shall not exceed the budgeted amount of **\$3,060** for the program year (September 1 through August 31).

Organization Obligations

- *Organization will provide all information and access necessary for Independent Contractor to provide Mental Health Services.*
- *Communication between the Organization and Independent Contractor will be conducted in the most efficient and expedient manner (i.e. primarily direct (face to face), e-mail, telephone, facsimile, and regular mail).*
- *Organization may, during the course of this Agreement, request modifications or changes in the services to be performed hereunder. Organization may also, upon notice to Independent Contractor, and without consent of Independent Contractor, elect to delete any phase or task in requested services. If work has been initiated on the phase or task deleted, Independent Contractor shall be entitled to compensation for any satisfactory work completed prior to deletion. Changes requiring mutual consent shall be in writing as an amendment hereto executed by the Organization and Independent Contractor.*

Records/Supplies/Publications

Independent Contractor shall insure that proper records are kept on all work completed on behalf of the Organization. All records generated, and supplies utilized by the Independent Contractor shall remain the property of the Organization. Independent Contractor agrees that on the termination of this Agreement, for any cause whatsoever, the Independent Contractor will surrender to the Organization, in good condition, any and all records and/or supplies. Independent Contractor shall retain no copies of such records and shall not retain any publications provided by the Organization.

Proprietary Materials

As a further condition of this Agreement, Independent Contractor acknowledges and agrees as follows:

As Independent Contractor of the Organization, Independent Contractor may participate, obtain and/or observe unique, sensitive and confidential information directly attributable to operations and administration of the Organization.

Therefore, the Independent Contractor agrees that she/he is prohibited at all times from utilizing or disclosing any proprietary information, files, or any other records, confidential or otherwise, obtained and/or observed from the Organization, or developed by the Independent Contractor on behalf of the Organization, without the signed approval of the Organization representative. This prohibition extends to the utilization of the above referenced items for any purpose, or in any form, except as required for the Independent Contractor to fulfill her/his obligations as provided for in this Agreement.

Contingencies

If at any time either party wishes to terminate this Agreement for any reason, that party may terminate this Agreement by giving fifteen (15) days written notice to the other party. Independent Contractor certifies and warrants no gratuities, kickbacks 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.

Modification

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

Invalidity

If any provision of this Agreement is held invalid or unenforceable by any court or competent jurisdiction, or if the Organization 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.

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, disability or national origin.

ADA Compliance

All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. Sec. 12101, *et. seq.*, and/or any property promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other party and its officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

Indemnification

To the fullest extent permitted by law, Independent Contractor agrees to indemnify and hold harmless Organization, its elected and appointed officials, employees, volunteers and contractors 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 Independent Contractor for Organization except to the extent liability is caused by the sole negligence or willful misconduct of Organization or its employees.

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.

Conflict of Interest

Organization and Independent Contractor affirm, to their knowledge, no Independent Contractor individual has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Independent Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in conduct or activity which would constitute a conflict of interest relative to this Agreement.

Force Majeure

Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond the control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, an 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.

Breach

If at any time during the period of this Agreement, either party violates any of the aforementioned provisions, the successful party will be entitled to its attorney fees and costs for

the enforcement of any provision of this Agreement.

Notice

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 party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Applicable Law and Venue

The parties mutually understand and agree that 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, Sixth Judicial District, sitting at Gillette, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the Independent Contractor and to the Organization in executing this Agreement. This provision is neither intended nor shall it be construed to waive Organization's governmental immunity as provided in this Agreement.

Governmental/Sovereign Immunity

Organization does not waive its governmental/sovereign immunity, as provided by any applicable law including W.S. Sec. 1-39-101, *et. seq.*, by entering into this Agreement. Further, the Organization 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.

Entire Agreement

This is the Agreement between the parties incorporating all terms agreed upon. No change may be made to this Agreement unless in writing, signed by both parties.

The Contractor Agreement is signed this ____ day of _____, **2019**.

Independent Contractor

Sherilyn England
Executive Director

Organization Representative

Wendy Balo
Board of Directors, Chairperson

Bob Tranas

Executive Director

Trena Bauder

Early Intervention Coordinator