

**CONTRACTUAL AGREEMENT FOR
PURCHASE OF SERVICES – INDIVIDUAL & FAMILY THERAPY**

This Agreement is executed this 15th day of October 2023 by and between the Huerfano County Department of Human Services at 121 W. 6th Street; Walsenburg, CO 81089; hereafter called “County” and Las Animas County Department of Human Services (Charla Chenoweth - Swift, LCSW), 219 S. Chestnut Street, Trinidad, CO 81082, hereafter called “Contractor”.

This Agreement shall be in effect from October 15, 2023 through October 14, 2024.

**CORE Service Authorization: (LACDHS Provider No. CW45036)
Case Worker Services - Counseling/Therapy**

The County agrees to purchase and the Contractor agrees to provide **Individual and Family Therapy** to Child Welfare clients by providing counseling services as referred by the County and to assist the County in providing for safety, permanency, and well-being to children.

The Contractor possesses the professional qualifications and expertise to perform mental health assessments and therapeutic interventions as the County requires.

The County agrees to purchase and Contractor agrees to compensate Contractor at the rates as follows:

Therapy \$55/60 min

The maximum amount for therapeutic services is \$10,000.00 annually.

The parties agree that the payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. However, in no event shall Contractor not be paid services rendered prior to written notification by the County of inadequate fund availability. The County must give Contractor advance notice of inability to pay to provide Contractor the option of whether or not to provide such services knowing Contractor may not be paid.

The County agrees to purchase and Contractor agrees to provide **Individual & Family Therapy (Core Services)** to Child Welfare clients at 135 E. Main Street, Suite 8; Trinidad, Colorado 81082. This service is described in Staff Manual Volume 7, Section 7.303.1 B, and if appropriate, the State approved County Core Service Plan.

The parties agree that the Contractor shall, at all times during the term of this Agreement, be deemed an Independent Contractor and not an employee of the County and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker’s compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. The Contractor acknowledges and agrees that all of its personnel are its employees only and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker’s Compensation.

The parties further agree to the following:

County agrees:

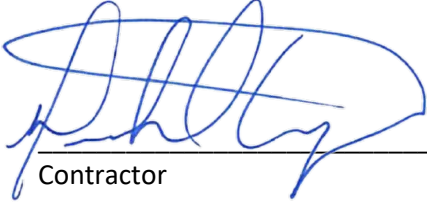
- a. To determine child/adult eligibility and as appropriate, to provide information regarding rights to fair hearings.
- b. To provide Contractor with written prior authorization on a child or family basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and educational information as appropriate to the referral.
- d. To monitor the provision of contracted service.
- e. To pay Contractor no later than thirty (30) days after Contractor provides billing statements for services rendered satisfactorily and in accordance with this contract.
- f. To Indemnify and Hold Harmless the Contractor and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by County or failure of County to perform this Agreement according to its terms. By requiring this right to indemnification, the Contractor in no way waives or intends to waive the immunity protections provided to the Contractor and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Contractor agrees:

- a. Not to assign any provision of the Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased and/or to meet applicable State Department of Human Services qualifications requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service at 135 E. Main Street, Suite 8; Trinidad, Colorado 81082.
- f. To submit a billing statement in a timely manner, no later than 30 days after services. Failure to do so may result in non-payment.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with all applicable law, including the confidentiality requirements contained in Colorado law, and in the rules and regulations of the Colorado Department of Human Services, and the Las Animas County Department of Human Services and including the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, which are applicable to the services provided under this agreement.
- h. To Indemnify and Hold Harmless the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- i. To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract involving transactions related to this Contract.

Either party may terminate this Agreement with thirty (30) day prior written notification.



10/15/2023

Contractor

Date

County Director

Date

Michael Aragon, ABD, MS
Executive Director, Las Animas County Dept. of Human Services
219 S. Chestnut Street
Trinidad, CO 81082
(719) 941-7016