

AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR

Scope of Work:

A. Vendor shall perform the following services as may be scheduled by mutual agreement between CCDHH and the provider. Provider shall not be required to accept every assignment that is requested by the CCDHH, and shall notify the CCDHH of any Districts where the Vendor is not willing or able to serve.

- (1) Timely appearances.
- (2) Provide auxiliary services for defendants, witnesses, litigants, and court staff, as needed.
- (3) Provide auxiliary services in an impartial manner without regard to the content of the communication in accordance with accepted methods of practice and standards.
- (4) Provide services for matters such as in-court proceedings, trials, arraignments, traffic court, hearings, court conferences, plea-bargains, related in-court functions and court ordered treatment, therapy and classes.

B. Vendor shall provide any specialized tools that may be needed to perform the services, except those tools that Department may provide such supplies and equipment as may be agreed by the Parties.

C. Vendor shall obtain, and maintain at all times during the term of this Agreement, Automobile Liability Insurance covering any auto (including owned, hired and non- owned autos) that will be used in the performance of vendor's work under this Agreement.

D. Vendor shall obtain, and maintain at all times during the term of this Agreement, Professional Liability Insurance coverage.

Other Considerations:

DUTIES OF THE DEPARTMENT. It is specifically agreed that the Department does not require the vendor to work exclusively for the Department or for the Judicial Districts. The Department shall compensate the vendor for services performed at a fee in accordance with the terms and conditions of the Fee Schedule as determined by the Department.

PERFORMANCE SPECIFICATIONS. The Department shall not exercise control over vendor by overseeing the actual work or instructing provider as to how the work will be performed; however the Department reserves the right to evaluate the quality of provider's work in whatever manner deemed best by the Department.

STATUS AS INDEPENDENT CONTRACTOR. This Agreement does not constitute a hiring by the Department or by any Judicial District. It is the Parties' intention that vendor shall be an independent contractor and not the Department's employee for all purposes, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, no federal, state or local income tax or payroll tax of any kind, and no retirement contribution shall be withheld or paid by Department on behalf vendor or the employees of the vendor, if any.

PAYMENT METHOD. On the last day of each month the vendor shall submit an invoice to the Department for services provided during the month, and upon approval of the charges, the Department shall pay via normal payment procedures, within thirty (30) days after receipt of the invoice.

INCOME TAXES. Vendor understands and agrees that vendor is responsible to pay, according to law, vendor's federal, state and local income taxes. If vendor is not a corporation, vendor further understands and agrees to pay any self-employment (social security) tax that may be required by law.

UNEMPLOYMENT COMPENSATION. Vendor shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by vendor or by some entity other than Department.

WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained for the vendor or the employees of vendor, if any, by the Department. Vendor shall comply with workers' compensation law concerning vendor and the employees of provider, if any.

FRINGE BENEFITS. Because vendor is engaged in vendor's own independent business, vendor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Department.

LICENSE. Vendor declares that vendor has complied with all federal, state and local laws and regulations regarding business permits and licenses, if any such permits or licenses are required in order to carry out the work to be performed under this Agreement.

TERMINATION.

A. For Cause. Either party may terminate this Agreement for reasonable cause without penalty effective immediately upon receipt of written notice of intent to terminate for cause. Reasonable cause includes but is not limited to material breach of any clause of this Agreement, including but not limited to failure of vendor to produce a result that meets contract specifications, unless justified by causes outside the control of the breaching party.

B. For Convenience. The Department may terminate this Agreement, in whole or in part, for convenience, when the interests of the Department so require. The Department representative shall give at least 30 days written notice of such termination, specifying the part of the contract terminated and when the termination shall become effective.

C. For Loss of Funds. In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, the Department may terminate the Agreement or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction.

D. Post-termination. In the event of any termination of this Agreement, the provider will incur no further obligations after the effective date of the termination, and shall be compensated for any work satisfactorily completed up to the effective date of the termination.

CONFIDENTIALITY. In the event that the provider shall obtain access to any records or files of the Department in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, the vendor shall keep the information from such records and files confidential and shall comply with all laws and regulations concerning the confidentiality of such information to the same extent as such laws and regulations apply to the Department. The vendor shall notify its employees and agents, if any, that they are subject to the confidentiality requirements as set forth above.

DEPARTMENT REPRESENTATIVE. This Agreement shall be administered for the Department through the following designated representative:

**Colorado Commission for the Deaf and Hard of Hearing
Cheri Davis, Legal Auxiliary Services Manager
1575 Sherman St, Garden Level
Denver, CO 80203
Phone: 303-866-4824
VP: 720-457-3679
Fax: 303-866-4831**

CHOICE OF LAW; VENUE. Any dispute under or related to this Agreement shall be decided in accordance with the laws of the State of Colorado, and venue shall be in the State of Colorado.

MODIFICATIONS. This writing contains the entire Agreement between the parties, and no modification, amendment, renewal, or other alteration of or to this Agreement shall be valid or of any force or effect unless mutually agreed in writing by the parties.

SEVERABILITY. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

NON-WAIVER. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

ASSIGNMENT. This Agreement, including any and all obligations contained herein, may not be assigned, sublet or transferred by the vendor without the written consent of the Department.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

STATE OF COLORADO
DEPARTMENT OF
HUMAN SERVICES

By: _____
Typed: Mary McGhee, Director
Title: Boards & Commissions Division
Date: _____

Auxiliary Service Provider

[Business name, if any]
By: _____
Typed: _____
Title: _____
Date: _____
Address: _____

FOR TAX REPORTING PURPOSES ONLY
Tax ID #: _____
OR
Social Security #: _____