

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
1198 W. Victory Way Craig, Colorado 81625  
(970) 824-5517

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, June 25, 2024**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) June 11 (pgs 3-5); June 14 – Special meeting (pg 6)

**Resolutions:**

- b) 2024-66: Payroll (pg 7)
- c) 2024-67: A/P (pg 8)
- d) 2024-68: Transfer of Intergovernment Funds for the month of June (pg 9)
- e) 2024-69: Voided Warrant for the month of May (pg 10)
- f) 2024-70: P-Cards (pg 11)

**Contracts & Reports:**

- g) Annual Forest Service payment letter (pg 12)
- h) Opioid Settlement (pgs 13-18)
- i) Department of Human Services /Core Services Program/Mental Health Treatment Services contract(s):
  - Prather Productions (pg 19-22)
  - Lea Treanor (pgs 23-26)
  - Healthy Minds, LLC (pgs 27-30)
  - Behavioral Health & Wellness (pgs 31-34)
  - Psyche, Soma and Soul Therapy, LLC (pgs 35-38)
  - Karla Persichitte (pgs 39-42)
  - Yampa Valley Psychotherapist (pgs 43-46)
- j) Department of Human Services /Core Services Program/Substance Abuse Treatment Services contract w/Advantage Treatment Centers (pgs 47-50)
- k) Department of Human Services /Core Services Program/Like Skills Services contract w/Connections4Kids (pgs 51-54)
- l) Department of Human Services/Colorado Department of Human Services – Equifax Verification Services contract amendment #3 (pgs 55-73)
- m) Agreement for Professional Services – Department of Human Services Special Attorney (pgs tbd)



4:09 PM6/24/2024

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

## Public Comment/General Discussion:

### Board of County Commissioners

- 1) Fair Board open seat appointment (pg 74)
  - Loudy-Simpson Park Batting Cage

## Staff Reports:

- 2) Office of Development Services – Neil Binder
  - Bid recommendation: Public Safety Center fence project (pgs 75 & 76)
- 3) Craig/Moffat County Airport – Candace Miller
  - Bid recommendation/Contract approval: Airport Engineering Services (pg 77)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/cq4njpPB6hU?feature=share>

OR

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

## Adjournment

The next scheduled BOCC meeting will be Tuesday, July 9, 2024 - 8:30 am

**\*\* Agenda is Subject to Change until 24 hours before scheduled Hearings\*\***

*The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings*



4:09 PM6/24/2024

Moffat County Board of County Commissioners  
1198 W Victory Way Ste 104 Craig, CO 81625

June 11, 2024

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller; Rebecca Tyree; Angie Boss; Elaine Moe; Kelly Wood; Brittany Johnson; Taylor Johnson; Jim Howell; Jeff Bond; Jesus Ortega

**Call to Order  
Pledge of Allegiance**

Commissioner Bohrer called the meeting to order at 8:30 am

Commissioner Broom was serving jury duty

Bohrer made a motion to approve the agenda with the exception of line item #2 (bid recommendation for Public Safety Center fencing), which will be postponed until the June 25th meeting. Villard seconded the motion. Motion carried 2-0.

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) May 28

**Resolutions:**

- b) 2024-61: Payroll
- c) 2024-62: Voided Warrants
- d) 2024-63: Accounts Payable
- e) 2024-64: Voided Checks
- f) 2024-65: Transfer of Intergovernment Funds

**Contracts & Reports:**

- g) Treasurer's Report
- h) Fair Entertainment contract: Eli Mosely
- i) Emergency Mutual Aid & Assistance Agreement for Local CO Public Health Agencies
- j) Local Planning & Maternal/Child Health contract for FY 24-25
- k) Collaborative Management Memo of Understanding

Bohrer made a motion to approve the consent agenda items A-K. Villard seconded the motion. Motion carried 2-0.

**Public Comment/General Discussion:**

**Taylor Johnson** presented the BCC with plans for a 24' x 100' batting cage that would be built at the Loudy-Simpson Park ballfields with 100% donated materials and labor. This cage would give local players a place to practice even when the weather is bad. The BCC thanked Johnson for his efforts and let him know that they would make a formal decision on this at the next meeting.

Commissioner Villard talked about the Building Resilient Economies in Coal Communities group meeting that was held here in Moffat County last week.

8:45 am

Public Hearing:

Planning & Zoning – Candace Miller & Jesus Ortega (property owner)

- Ortega Re-Subdivision – S-24-01 (see attached)

Bohrer read the Public Hearing protocol and declared the Public Hearing open.

Miller presented the Ortega application for re-subdivision of Lot 11 of Migration Acres. The property owner would like to re-subdivide his 35-acre parcel into (2) 5-acre parcels, (1) 10-acre parcel and (1) 15-acre parcel.

The Planning & Zoning Commission denied the application at their meeting on June 4.

Ortega admitted that some of the measures that he had taken were probably not the best things to do. He is more than willing to work with his neighbors to rectify things.

Miller also mentioned that the inhabitants have spoken to the Road & Bridge Department about the possibility of the County taking over maintenance of the road.

The following adjacent property owners came before the board to voice their opposition to the approval of the re-subdivision:

- Elaine Moe
- Kelly Wood
- Taylor Johnson
- Jeff Bond

While there was a consensus that Mr. Ortega was a good neighbor, the other property owners had several areas of concerns:

- The current state of the area that has been developed on the property, specifically dirt work, which has caused numerous run-off issues on Johnson View Court, as well as adjacent property. The condition of the private road has been affected by this run-off numerous times.
- A potentially illegal retention pond on the property that failed and may have caused damage to surrounding areas/roads.
- The increase in traffic on the private road.
- The potential for the individuals who would build on the newly created lots to continue the method of building that has already transpired on the property.

Back in regular session, Bohrer emphasized that under most circumstances, he doesn't like to dictate to people what they can do on their property, and that his decision would be made according to codes, safety concerns, and the advisement of the Planning & Zoning Board, not on personal opinions.

There was agreement that this application could possibly be considered in the future, if efforts were made to address/amend the concerns.

Villard moved to follow the Planning & Zoning Board's recommendation on denying the Ortega Re-Subdivision application (S-24-01). Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:23 am

The next scheduled BOCC meeting is Tuesday, June 25, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

Moffat County Board of County Commissioners  
1198 W Victory Way Craig, CO 81625

June 14, 2024 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Rachel Bower;

Call to Order

Commissioner Bohrer called the meeting to order at 2:00 pm

Human Resources Department – Rachel Bower

- Present Employment offer for Fairgrounds Manager

Bower requested approval by the Board of County Commissioners to hire a current Moffat County employee, Kyler Scott, for the position of Fairgrounds Manager. Scott was the only applicant for this internal job posting and he was interviewed on June 13. Due to Scott’s experience level, Bower suggested that he be hired at a rate of \$34.73/hour – Step 2 pay scale rate, with an annual salary of \$72,240.

Villard moved to instruct Bower to begin negotiations with Kyler Scott for the purpose of hiring him as Fairgrounds Manager at a Step 2 Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 2:02 pm

The next scheduled BOCC meeting is Tuesday, June 25, 2024

Submitted by:  
Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

RESOLUTION 2024-66  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 6/8/2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

**Pay Date 6/21/2024**

FROM FUND:			
General	0010.7000	\$274,168.61	cr
Road & Bridge	0020.7000	\$172,796.07	cr
Landfill	0070.7000	\$16,579.58	cr
Airport	0120.7000	\$791.50	cr
Library	0130.7001	\$11,533.52	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,111.59	cr
Mo Co Tourism	0320.7000	\$3,505.94	cr
PSC Jail	0072.7000	\$68,784.18	cr
Human Services	0030.7100	\$77,646.65	cr
Public Health	0065.7000	\$13,427.55	cr
SM I	0168.7000	\$4,605.97	cr
SM II	0169.7000	\$5,269.69	cr
TO FUND:			
Warrant	0100.1000	\$656,220.85	dr

Adopted this 25th day of June, A.D. 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
   )ss.  
 COUNTY OF MOFFAT     )

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2024-67  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JUNE 2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	6/25/2024		
General	110	<u>\$124,354.32</u>	CR	0010.7000
Road & Bridge	200	<u>\$170,226.51</u>	CR	0020.7000
Landfill	240	<u>\$11,375.62</u>	CR	0070.7000
Airport	260	<u>                    </u>	CR	0120.7000
Emergency 911	270	<u>\$7,069.80</u>	CR	0350.7000
Capital Projects	510	<u>\$1,400.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$987.13</u>	CR	0060.7000
Library	212	<u>\$403.66</u>	CR	0130.7001
Maybell Sanitation	610	<u>                    </u>	CR	0280.7000
Health & Welfare	720	<u>\$101,500.31</u>	CR	0080.7000
Senior Citizens	215	<u>\$5,002.99</u>	CR	0170.7000
Internal Service Fund	710	<u>                    </u>	CR	0325.7000
Lease Purchase Fund	410	<u>                    </u>	CR	0175.7000
NCT Telecom	520	<u>                    </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$108.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$11,031.36</u>	CR	0072.7000
Human Sevices	220	<u>\$415.56</u>	CR	0030.7100
Public Health	250	<u>\$386.94</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$8,867.72</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>                    </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$7,736.82</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$224.20</u>	CR	0171.7000
ACET	275	<u>\$486.19</u>	CR	0040.7000
Shadow Mountain LID	530	<u>                    </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$4,016.40</u>	CR	0050.7000
To Fund				
Warrant		<u>\$455,593.53</u>	DR	

Adopted this 25th day of June, 2024

\_\_\_\_\_  
Chairman





RESOLUTION 2024-69  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF MAY

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

6/24/2024

**TO: WARRANT FUND 10-0000-2003 \$ 1,000.00 CR**

VOID FUND	WARRANT #		VENDOR NAME		
CAPITAL	438297	4/9/2024	SGLC CONSULTING Did not void entire amount of lost check on Res 2024-52	\$ 1,000.00	DR

**FROM: WARRANT FUND 10-0000-1001 \$ 1,000.00 cr**

Adopted this 25th day of June, 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
                                   )ss.  
 COUNTY OF MOFFAT     )

I, Erin Miller, (Deputy) County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 25th day of June, A.D. 2024

\_\_\_\_\_  
 County Clerk & Ex-officio

RESOLUTION 2024-70  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JUNE 2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	6/25/2024		
General	110	\$52,533.56	CR	0010.7000
Road & Bridge	200		CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212		CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210		CR	0072.7000
Human Sevices	220		CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910		CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920		CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$52,533.56	DR	

Adopted this 25th day of June, 2024

\_\_\_\_\_  
Chairman



June 25, 2024

Linda Peters  
Moffat County Treasurer's Office  
1198 W. Victory Way, Ste 101  
Craig, CO 81625

RE: Moffat County 2023 National Forest Service Payment

Dear Ms. Peters:

Per C.R.S.30-29-101, County Officials and School District Officials have designated the remaining discretionary funds from the 2023 Forest Payment issued on April 30, 2024, in the amount of \$45,165.56, to be distributed as follows: 50% going to the School District in the amount of \$22,582.78 and 50% going to the Moffat County Road & Bridge Department, in the amount of \$22,582.78.

If you have any questions, please contact Cathy Nielson, Moffat County Finance Director, at (970) 824-9106.

Sincerely,

Tony Bohrer, Chair  
Commissioner, District 1

Melody Villard  
Commissioner, District 2

Donald Broom  
Commissioner, District 3

Dr. Mathew Neal  
School District Superintendent

Zak Manoszak  
School District Finance Department

New National Opioids Settlement: Kroger  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Moffat County, CO  
Reference Number: CL-790012

***TO COLORADO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: August 12, 2024***

A new proposed national opioids settlement (“*New National Opioids Settlement*”) has been reached with The Kroger Co. (“*Settling Defendant*”). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado’s counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed in 2021. Completing the participation forms does not change your decision to “opt-out” to direct funds to the Region, or to “opt-in” to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local](https://coag.gov/opioids/dashboard/local).

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

**The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on August 12, 2024.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Colorado Attorney General's Opioid Response Unit at [Opioids@coag.gov](mailto:Opioids@coag.gov) or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.*

**Subdivision Participation and Release Form**

Governmental Entity: Moffat County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National





Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**P**URCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025

1. THIS CONTRACT, made this 25<sup>th</sup> day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Prather Productions, P.O.Box 415 Craig, Colorado 81625 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life-Skills** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Life Skills Services: \$90/hr
  - b. Teach Parenting Skills: \$90/hr
  - c. Special Report Writing: \$90/hr
  - d. Class Planning: \$90/hr
  - e. Out of Moffat County Services: \$90/hr with travel time at \$50/hr
  - f. "No Shows" at \$90 per occurrence. Up to 4 "no shows" per family per year. After 2 "no shows" client, caseworker, and contractor shall meet to decide whether to continue and to make a new commitment. A "no show" is defined as a client failing to notify Diane Prather that he or she will not be at an appointment at 970-824-8809 or 970-756-8808 before 7:00 a.m. on the day of the appointment.

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25,0000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures

hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.

- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

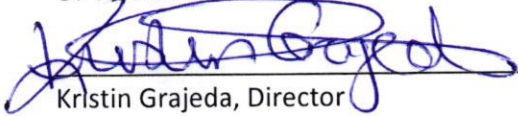
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director

6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

**CONTRACTOR**

Heine Prather / Prather Productions 6/17/24  
Date

Diane Prather, Prather Productions  
(print name)

President (title)

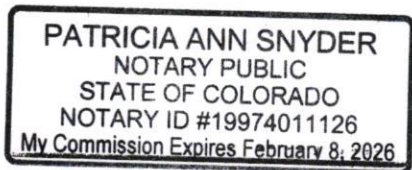
STATE OF COLORADO )  
COUNTY OF MOFFAT ) ss.

Subscribed and affirmed to before me this 17<sup>th</sup> day of JUNE, 2024, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 2-8-2026

  
Notary Public



**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 25<sup>th</sup> day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Lea Treanor, PSY. D. LPC, P.O. Box 562 Oak Creek, Colorado 80467 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Psychological Evaluations: \$80/hr
  - b. Report Writing: \$80/hr
  - c. Consultation/Coordination after eval: \$80/hr
  - d. Court Testimony: \$80/hr

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of

this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within Forty-five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.



- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All Payments will be paid through the State's approved automated system, as appropriate.
- Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director

6/19/2024

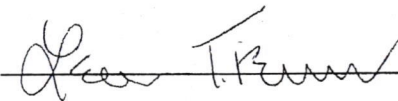
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Lea Treanor

6/13/2024

Date

(print name)

\_\_\_\_\_  
(title)

STATE OF COLORADO )

COUNTY OF Route ) ss.

Subscribed and affirmed to before me this 13<sup>th</sup> day of June, 2024, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 02-12-2028



Bishakha Pokharel  
Notary Public

BISHAKHA POKHAREL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20244006114  
MY COMMISSION EXPIRES FEBRUARY 12, 2028

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 31 day of May, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Healthy Minds LLC, 1280 Industrial Ave. Suite 101, Craig, Colorado 81625 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Individual Counseling: \$110/hr
  - b. Family Counseling: \$120/hr
  - c. Group Therapy: \$35/hr
  - d. Mental Health Assessment: \$120/hr
  - e. EMDR: \$120/hr
  - f. Coaching: \$30/hr
  - g. Therapeutic Aid: \$50/hr
  - h. Court Testimony, authorized preparation time and report writing: \$90/hr

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year

to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- 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.

- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).



**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 20 day of May, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Behavioral Health and Wellness, 3150 North 12<sup>th</sup> Street Grand Junction, Colorado 81506 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Individual Counseling: \$125/hr
  - b. Family Counseling: \$105/hr
  - c. Psychological Exam/Adult: \$950/adult
  - d. Psychological Exam/Child: \$850/child
  - e. Neuropsychological Exam: \$2000/event
  - f. Parent/Child Interactional: \$150/hr, not to exceed \$4500 per person
  - g. Court Testimony, authorized preparation time and report writing: \$100/hr
  - h. If a client/family does not contact the Contractor to reschedule or cancel prior to the scheduled appointment, and the contractor contacts the County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year. Client/Family allowed only 2 no-show/late cancellation then a new referral will need to be issued.

The amount to be expended pursuant to this Agreement shall not exceed Thirty Thousand dollars and no/100 cents (\$30,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a. To determine child 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 referral.
  - d. To monitor the provision of contracted services.
  - e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
  - f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
  - g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
  - h. To provide County with reports on the provision of services as follows:
    - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.



- ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

10. All Payments will be paid through the State's approved automated system, as appropriate.

- Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

*Kristin Grajeda*  
Kristin Grajeda, Director

6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

Behavioral Health & Wellness, LLC 5/20/24  
Date

Cheryl Young, MA, LMFT (print name)

CEO / Owner (title)

STATE OF COLORADO )  
COUNTY OF Mesa ) ss.

Subscribed and affirmed to before me this 20 day of May, 2024, by Cheryl Young  
(Contractor), Independent Contractor. Behavioral Health & Wellness

Witness my hand and seal.

My commission expires: 6/30/27

Charlotte Aylsworth  
Notary Public

Charlotte Aylsworth  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20034021593  
MY COMMISSION EXPIRES 06/30/2027

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 28<sup>th</sup> day of May, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Psyche, Soma and Soul Therapy LLC, 855 5<sup>th</sup> St, Meeker, Colorado 81641 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Court Testimony: \$300/hr
  - b. Family Counseling: \$125/hr
  - c. Group Therapy: \$35/hr
  - d. Individual Counseling: \$120/hr
  - e. Mental Health Assessment: \$150/hr
  - f. EMDR: \$140/hr
  - g. Coaching: \$30/hr
  - h. Therapeutic Aid: \$70/hr
  - i. Authorized Preparation Time/Report Writing: \$150/hr

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25, 000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
  
7. County agrees:
  - a. To determine child 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 referral.
  - d. To monitor the provision of contracted services.
  - e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
  
8. Contractor agrees:
  - a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
  - f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) Days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
  - g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
  - h. To provide County with reports on the provision of services as follows:
    - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.

- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

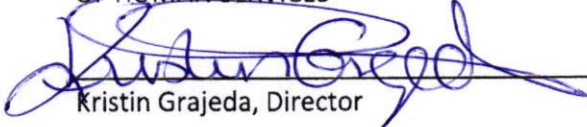
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director


6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_

5/28/2024  
Date

Torrance Rykhus LPC, LAC (print name) Psyche, Soma, and Soul Therapy LLC

Owner/Therapist (title)

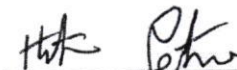
STATE OF COLORADO )

COUNTY OF Moffat ) ss.

Subscribed and affirmed to before me this 28<sup>th</sup> day of May, 2024, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: Oct 5th 2025

  
\_\_\_\_\_  
Notary Public



**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 17 day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Karla Persichitte, LLP, P.O. Box 1609, Hayden, Colorado 81639 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Mental Health Assessment/Intake: \$125/hr
  - b. Individual Counseling: \$125/hr
  - c. Family Counseling: \$125/hr
  - d. Authorized Court Prep: \$220/hr (including time, phone calls, emails, report writing, travel time and records submission.)
  - e. Authorized Court Testimony: \$250/hr
  - f. Filing Documents with the Court: \$100, plus associated Court fees
  - g. Care Coordination: \$65/hr (including physicians, mental health clinicians, DHS caseworkers, GAL's associated meetings, FEM attendance and collaboration with other providers, ect).

The amount to be expended pursuant to this Agreement shall not exceed Thirty Thousand dollars and no/100 cents (\$30,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a. To determine child 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 referral.
  - d. To monitor the provision of contracted services.
  - e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
  - f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
  - g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
  - h. To provide County with reports on the provision of services as follows:
    - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.



- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

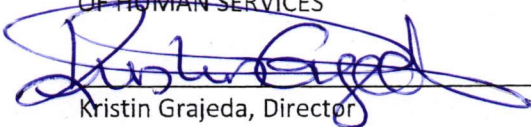
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director

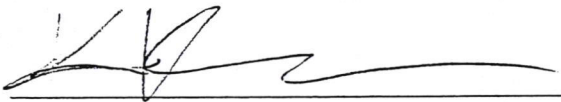
6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_

6/18/2024  
Date

Karla Persichitte (print name)

Licensed Professional Counselor (title)

STATE OF COLORADO )


COUNTY OF MOFFAT ) ss.

Subscribed and affirmed to before me this 12 day of JUNE, 2024, by  
(Contractor), Independent Contractor

Witness my hand and seal.

My commission expires: 2-8-26

**PATRICIA ANN SNYDER**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19974011126  
My Commission Expires February 8, 2026

  
\_\_\_\_\_  
Notary Public

PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025

1. THIS CONTRACT, made this 13<sup>th</sup> day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Yampa Valley Psychotherapists, 2045 West Victory Way, Craig, Colorado 81625 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Anger Evaluations \$325/eval
  - b. Individual Counseling: \$125/hr
  - c. Family Counseling: \$130/hr
  - d. Group Therapy: \$40/session
  - e. Court Testimony and Preparation: \$150/hr

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof

or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
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- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection

with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.

- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

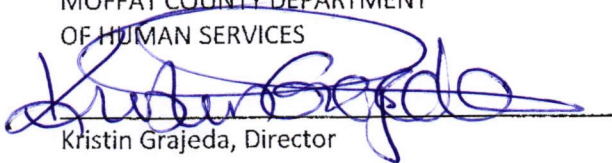
9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

10. All Payments will be paid through the State's approved automated system, as appropriate.

- Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director

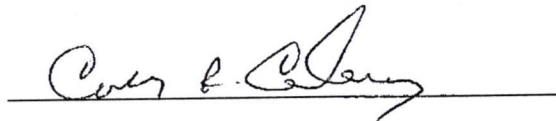
6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_

6/13/24  
Date

Carlos R. Cabrera (print name)

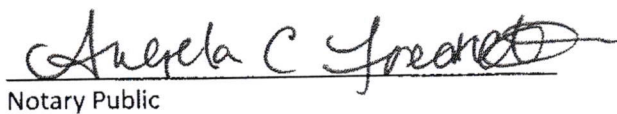
Director (title)

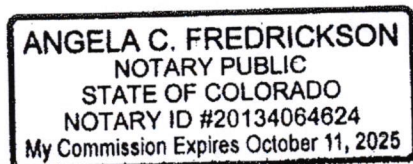
STATE OF COLORADO )  
COUNTY OF Moffat ) ss.

Subscribed and affirmed to before me this 13<sup>th</sup> day of June, 2024, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 10/11/2025

  
Notary Public



**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
SUBSTANCE ABUSE TREATMENT SERVICES  
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 25<sup>th</sup> day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Advantage Treatment Centers, Inc. 59 6<sup>th</sup> St. Craig, Colorado 81625, hereinafter called "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Substance Abuse Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Urinalysis Testing: \$20/each
  - b. Mouth Swab Testing: \$25/each
  - c. Confirmation Testing: \$25/each
  - d. Hair Follicle: \$100/each
  - e. Rapid Testing: \$20
  - f. Remote Breath: \$8/daily
  - g. SCRAM Monitoring (Alcohol Ankle Monitor): \$10/daily

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which

funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
  - iii. Contractor will provide County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.



- 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.
- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, 7.414, B (12 CCR 2509-5).

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

*Kristin Grajeda*  
Kristin Grajeda, Director

6/19/2024  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD OF  
HUMAN SERVICES

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

Advantage Treatment Centers

06/17/2024

Date

Matt Sheets

(print name)

Judicial Services Director

(title)

STATE OF COLORADO )

COUNTY OF Logan ) ss.  
)

Subscribed and affirmed to before me this 17<sup>th</sup> day of June, 2024, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 4-29-26

*Brittany Ann Appelhans*  
Notary Public



**PURCHASE OF SERVICE CONTRACT**  
**CORE SERVICES PROGRAM**  
**Life Skills Services**  
**JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 12<sup>th</sup> day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Connections 4 Kids, 601 Yampa Ave Craig, Colorado 81625 "Contractor."
2. This Contract will be effective **June 1, 2024 until May 31, 2025**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Up to 3 Love and Logic Courses will be offered for the FY24-25
  - b. Up to 20 participants per 5-week course for a total of 60 participants a year
  - c. Food and Participants: \$15/class/participant, or up to \$4500
  - d. Manuals: \$11/manual, or up to \$600
  - e. Child Care for 2 providers: \$28/hr x2, or up to \$2700
  - f. Love and Logic Facilitator: \$28/hr. or up to \$1500
  - g. Love and Logic Facilitator Training: \$1500

The amount to be expended pursuant to this Agreement shall not exceed Fifteen-Thousand dollars and no/100 cents (\$15,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year

to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child 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 referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this 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 Colorado Department of Human Services qualification 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 described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) days of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- 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.

- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

- 9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
- 10. All Payments will be paid through the State's approved automated system, as appropriate.
  - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).





**COLORADO**  
**Financial Services**  
 Department of Human Services  
 Division of Contracts and Procurement

## CONTRACT AMENDMENT #3

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	<b>Original Contract Number</b> 21 IHGA 168845
<b>Contractor</b> Moffat County Contractor's State of Incorporation: Colorado	<b>Amendment Contract Number</b> 25 IHGA 191175
<b>Current Contract Maximum Amount</b> Initial Term 06/01/2021-05/31/2022                      \$1,610.34 Extension Terms 06/01/2022-05/31/2023                      \$2,458.77 06/01/2023-06/30/2024                      \$8,261.38 07/01/2024-06/30/2025                      \$6,403.75 Total for All State Fiscal Years                      \$18,734.24	<b>Contract Performance Beginning Date</b> June 01, 2022  <b>Current Contract Expiration Date</b> June 30, 2025

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>CONTRACTOR</b> Moffat County	<b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
By: _____  Date: _____	By: Barry J. Pardus, Deputy Director, Office of Economic Security  Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
 Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
 Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. **Exhibit A-2 – Statement of Work** is modified by the addition of **Exhibit A-3 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-2 – Amendment 14 – 23 IHGA 184226** is modified by the addition of **Exhibit C-3 – Amendment 15 – 25 IHGA 191309**, attached and incorporated herein.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the



provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## Exhibit A-3 – Statement of Work

### A. Background

For purposes of this Exhibit A-3, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C-3 – Amendment 15 - 25 IHGA 191309) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

### B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

### C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A-1. The Minimum Payment for the period of July 1, 2024 to June 30, 2025 is \$6,961,250.00, which is based upon an estimated 625,000 income verification requests at \$11.09 per income verification request, plus a \$5,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}] / [\text{Total Participating counties' Previous Usage}]}{[\text{County Percentage}]} = \text{County Percentage}$$
$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$
$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$
$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$
$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

Participating County and Participating Entity Allocation Chart					
July 1, 2024 - June 30, 2025					
Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650		\$18,298.50	\$81.00	\$18,379.50
Lincoln	25		\$277.25	\$1.25	\$278.50
Mesa	8,400		\$93,156.00	\$402.00	\$93,558.00
Moffat	575		\$6,376.75	\$27.00	\$6,403.75
Montezuma	5,900		\$65,431.00	\$282.00	\$65,713.00
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00
Park	200		\$2,218.00	\$9.00	\$2,227.00
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20
Routt	425		\$4,713.25	\$21.00	\$4,734.25
San Miguel / Ouray	25		\$277.25	\$1.25	\$278.50

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Summit	350		\$3,881.50	\$18.00	\$3,899.50
Teller	425		\$4,713.25	\$21.00	\$4,734.25
Washington	75		\$831.75	\$3.00	\$834.75
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95
Yuma	25		\$277.25	\$1.25	\$278.50
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00
<b>Total</b>	<b>625,000</b>		<b>\$11.09</b>	<b>\$6,931,250.00</b>	<b>\$30,000.00</b>

#### D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
  - a. Extend until June 30, 2025 the State's agreement with TALX corporation; and
  - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

### Exhibit C-3

#### AMENDMENT 15 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 15 is entered into by and between **Equifax Workforce Solutions LLC**, a provider of **Equifax Verification Services** (“EWS” or “EVS”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS” or “Agency”) jointly “the Parties,” with reference to the following:

**WHEREAS**, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

**WHEREAS**, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

**WHEREAS**, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

**WHEREAS**, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “**Third Temporary Extension Period; Amendment 3**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “**Fourth Temporary Extension Period; Amendment 4**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (“**Amendment 5**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to

provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the **"Fifth Temporary Extension Period; Amendment 6"**); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the **"Sixth Temporary Extension Period; Amendment 7"**); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the **"Seventh Temporary Extension Period; Amendment 8"**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and add a new Scope of Work to allow Colorado government entities, "Participating Entities", in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the **"Third Successive Schedule A; Amendment 9"**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (**"Amendment 10"**); and

**WHEREAS**, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 – May 31, 2023 and to add access to the system by Batch (the **"Fourth Successive Schedule A; Amendment 11"**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification (VOE/VOI) Database and Web Services and to reflect EWS' name change (**"Amendment 12"**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 – June 30, 2023 (the **"Eighth Temporary Extension Period"; "Amendment 13"**); and

**WHEREAS**, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2023, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2023 – June 30, 2024 (the **"Second Successive Schedule A; Amendment 14"**); and

**WHEREAS**, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2024 – June 30, 2025. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 15, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.



**NOW, THEREFORE**, upon Colorado State Controller signature, and effective on July 1, 2024, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 15 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

- A. CDHS hereby exercises a one (1) year extension beginning July 1, 2024 and ending on June 30, 2025.
- B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2024. The SOW and Exhibit 1-A to the Universal Membership Agreement for the "Participation Agreement for Participating Entity" from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2024.

**IN WITNESS WHEREOF**, the Parties have executed this 15<sup>TH</sup> Amendment through their duly authorized representatives.

**STATE OF COLORADO**  
**Jared Polis, GOVERNOR**

**Equifax Workforce Solutions LLC,**  
**provider of Equifax Verification Services**

Colorado Department of Human Services  
Michelle Barnes, Executive Director

By \_\_\_\_\_  
(signature):

Name \_\_\_\_\_  
(print):

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
(signature):

Name \_\_\_\_\_  
(print):

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This Amendment 15 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller**

**COLORADO DEPARTMENT OF HUMAN SERVICES**  
**CONTROLLER**

**By (signature):** \_\_\_\_\_

**Name/Title: (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

< SFDC - GTM Account Name >  
EFXID:

**SCHEDULE A**  
**TO THE UNIVERSAL MEMBERSHIP AGREEMENT**  
EQUIFAX VERIFICATION SERVICES

<b>"Agency":</b>	The State of Colorado, Colorado Department of Human Services
<b>"Effective Date" of this Schedule A:</b>	July 1, 2023
<b>Industry Type:</b>	Government
<b>"Agreement":</b>	<i>Universal Membership Agreement</i>
<b>Agreement effective date:</b>	August 26, 2015

Agency may request various Services from EVS (i) during the term of the Agreement, (ii) in accordance with the Agreement and this Schedule A (which is part of the Agreement), and (iii) only when intended to be used for the use case described below. Some Services have additional terms and conditions which are referenced in Schedule A-1. Agency will pay EVS for the Services pursuant to the terms of Schedule A-2. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contain an "entire agreement" or "merger" clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year ("Initial Term"), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless otherwise terminated in accordance with the terms of the Agreement.

**1. AGENCY INFORMATION.** *(Please use the physical business location address; a P.O. Box is not acceptable.)*

Agency Name:	Colorado Department of Human Services	Phone:	303-866-5700
Address:	1575 Sherman St	State:	CO
City:	Denver	Zip Code:	80203

DBA or Management Agency, if different:	
Website address:	www.colorado.gov/cdhs

**2. MAIN CONTACT INFORMATION.**

Name:	Barry Pardus	Phone / Fax:	303-866-3726 /
Title:	Interim Office Director	Email:	barry.pardus@state.co.us
Supervisor:	Anne-Marie Braga	Supervisor Phone:	

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

<p><b>Agency</b></p> <p>By _____</p> <p>(signature): _____</p> <p>Name _____</p> <p>(print): _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Equifax Workforce Solutions LLC, provider of Equifax Verification Services</b></p> <p>By _____</p> <p>(signature)</p> <p>Name _____</p> <p>(print): _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## SCHEDULE A-1

## SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

1. **SERVICE DESCRIPTIONS**A. **The Work Number® Services.**

**The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service ("Verification Report") will include, without limitation and as available, the Consumer's (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

2. **ADDITIONAL TERMS AND CONDITIONS**

- A. **Agency Representation.** Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.
- B. **Audit.** Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer's information, including but not limited to the Consumer's income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency's failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.
- C. **Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.
- D. **Modification of Service Description.** EVS may modify this Schedule A, including pricing, on thirty (30) days' notice to Agency. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency's agreement to the modification.
- E. **Input Requirements.**
- (1) **Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.
- (2) **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.
- F. **Delivery.**
- (1) **Batch.** Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.
- (2) **Online.** The Service will be delivered online, providing automated access to requested Data.

**SCHEDULE A-2**

**PAYMENT TERMS AND SERVICE PRICING**

**1. PAYMENT TERMS AND CONDITIONS.**

**A. Invoices.** All Fees (except the one-time Setup Fee) shall apply during any Renewal Term. EVS reserves the right to increase all Fees pursuant to the terms of the Agreement. Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty-five (45) days. Agency will be invoiced electronically through EVS’s Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Agency’s request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written notice. If payment is made by credit card, EVS will charge the credit card each month for Transactions completed in the prior month.

Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Agency, in good faith, disputes any portion of an amount invoiced, Agency shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to EVS in writing within ninety (90) days from the date of the invoice for those Services. Agency waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

In the event that it is determined or agreed that Agency must or will pay the disputed amount, then Agency shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by EVS at the interest rate set forth above. In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

**B. Agency Purchase Orders.** If the use of a Purchase Order (“PO”) or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency’s agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

**C. Taxes.** Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS’s net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

**2. SERVICE PRICING.**

**A. Third Party Fees Applicable to All Services.**

- (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.
- (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

**B. The Work Number® Services**

Service Name		Annual Subscription Payment <sup>1</sup>	Annual Transactions Included in the Annual Subscription <sup>1</sup>
Express Social Service Verification	Internal EFX Use		
Subscription Service (Annual)	0210111385	\$6,931,250.00	625,000
Overage Charges	0210111384		\$11.09
	3 Full Months	0210112497	
	6 Full Months	0210112511	
	1 Full Year	0210112512	
	3 Full Years	0210112513	
	Purchase All	0210112514	

<sup>1</sup> **Participating County and Entity Allocation.** The Work Number Express Social Service Verification Annual Subscription Payment and Annual Transactions Included in the Annual Subscription shall be allocated amongst the Participating County and Participating Entities in accordance with the chart attached hereto as Exhibit 1.

**C. Pricing Terms**

- (1) **Order Date Ranges.** The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various "pay date" range or "Purchase all" options. Order options will include: "3 full months", "6 full months", "1 full year", "3 full years", and "Purchase all" records. Date ranges go back in full calendar months, i.e. selecting "3 full months" on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- (2) **Annual Commitment.** Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation, including any overages that have been incurred, but not paid. Should the Agency cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, if the Agency has not met the Annual Transactions Included in the Annual Subscription as required, the difference between the Annual Subscription Payment and the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.
- (3) **Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions. The above pricing reflects the rate for each 'successful' Transaction and is based on one single use/decision per Transaction.
- (4) **Overages.** If Agency exceeds the Annual Number of Transactions Included with the Annual Subscription Payment during any Term (Initial Term or Renewal Term), applicable Overage Charges will be charged for the remainder of the then-current Term on a per Transaction basis.

**3. ADDITIONAL SERVICE FEES.**

	Internal EFX Use	
Annual Setup Fee	0210100037	\$0.00
Monthly Account Servicing Fee	0210100693	\$2,500.00

**EXHIBIT 1**  
**Participating County and Participating Entity Allocation Chart**

<b>Participating County and Participating Entity Allocation Chart</b>					
<b>July 1, 2024 - June 30, 2025</b>					
<b>Participating County / Participating Entity</b>	<b>Minimum Number of Transactions Included with Annual Subscription</b>	<b>Rate</b>	<b>Minimum Annual Subscription Payment</b>	<b>Account Service Fee</b>	<b>Total Financial Obligation</b>
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650		\$18,298.50	\$81.00	\$18,379.50
Lincoln	25	\$277.25	\$1.25	\$278.50	
Mesa	8,400	\$93,156.00	\$402.00	\$93,558.00	
Moffat	575	\$6,376.75	\$27.00	\$6,403.75	

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Montezuma	5,900		\$65,431.00	\$282.00	\$65,713.00
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00
Park	200		\$2,218.00	\$9.00	\$2,227.00
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20
Routt	425		\$4,713.25	\$21.00	\$4,734.25
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Summit	350		\$3,881.50	\$18.00	\$3,899.50
Teller	425		\$4,713.25	\$21.00	\$4,734.25
Washington	75		\$831.75	\$3.00	\$834.75
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95
Yuma	25		\$277.25	\$1.25	\$278.50
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00
<b>Total</b>	<b>625,000</b>	<b>\$11.09</b>	<b>\$6,931,250.00</b>	<b>\$30,000.00</b>	<b>\$6,961,250.00</b>

**Exhibit A**  
**Agency Information**

**(To be completed by Agency prior to Services being provided)**

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	<b>Barry Pardus</b>
Onsite contact email and phone number.	<b>barry.pardus@state.co.us, (303) 866-3726</b>

**Additional User Information**

**IMPORTANT:** All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	Name	E-mail Address
<b>User1:</b>	n/a	n/a
<b>User2:</b>		
<b>User3:</b>		
<b>User4:</b>		
<b>User5:</b>		

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the webManager function. WebManagers have the ability to add, manage and approve users within the organization. If Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

**Billing Information**

<b>Billing Contact:</b>	<b>Jacques Livingston</b>	<b>Billing Address:</b>	<b>1575 Sherman Street</b>
<b>Billing Contact Title:</b>	<b>Finance Manager</b>	<b>City:</b>	<b>Denver</b>
<b>Billing Phone #:</b>	<b>720-413-7337</b>	<b>State:</b>	<b>CO</b>
<b>Billing Fax #:</b>	<b>n/a</b>	<b>Zip Code:</b>	<b>80203</b>
<b>Billing E-mail:</b>	<b>jacques.livingston@state.co.us</b>		

Is Agency Tax Exempt?  Yes  No

If Yes, please submit tax exemption certificate.

**Agency Type:**

<input checked="" type="checkbox"/> <b>Federal/State/County/City/Local/Government</b>	<input type="checkbox"/> <b>Social Security Administration</b>
<input type="checkbox"/> <b>Non- Profit Organization</b>	<input type="checkbox"/> <b>Housing Authority</b>
<input type="checkbox"/> <b>For-Profit Organization</b>	<input type="checkbox"/> <b>Third Party Vendor for Government Agency</b>
<input type="checkbox"/> <b>Apartment Complex/Property Management</b>	<input type="checkbox"/> <b>Other: Please specify</b>

**Each program requires documented proof. Specific Program(s) that will use this service:**



<input checked="" type="checkbox"/> Food Stamps	<input checked="" type="checkbox"/> TANF	<input checked="" type="checkbox"/> MEDICAID
<input checked="" type="checkbox"/> Child Support Enforcement	<input checked="" type="checkbox"/> Daycare Assistance	<input checked="" type="checkbox"/> Low-Income Energy Assistance
<input type="checkbox"/> Pre-Employment	<input checked="" type="checkbox"/> Work-related Assistance	<input type="checkbox"/> Collections
<input checked="" type="checkbox"/> Low-Income Housing	<input type="checkbox"/> Mortgage Loans	
<input checked="" type="checkbox"/> Other: (Please indicate other program(s) that will use this service: Child Support		

If Agency is an **Apartment Complex** or **Property Management Agency**, please answer the following questions:

How many units does Agency have? n/a  
 How many of those are subsidized units? n/a

**Note:** Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority?  Yes  No

If yes, please include the name: \_\_\_\_\_

**Qualifications:** In order to process Agency's application, Agency's agency/organization is required to provide proof (supporting documentation) of Agency's need for employment and income verifications. Please provide the following:

<p><b>Federal/State/County/City/Local/Government</b></p> <p>Copy of program's application Income guidelines to determine eligibility</p>	<p>Social Security Administration</p> <p>Copy of program's application Income guidelines to determine eligibility</p>
<p><b>Non-Profit / For-Profit Organizations</b></p> <p>Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a <b>Federal/State/County/City/Local/Government</b> <b>Funding source</b></p>	<p><b>Third Party Vendor for Government Agency</b></p> <p>Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a <b>Federal/State/County/City/Local/Government</b> <b>Funding source.</b></p>
<p><b>Housing Authority</b></p> <p>Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)</p>	<p><b>Apartment Complex/Property Management</b></p> <p>Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)</p>

Failure to provide supporting documentation, which must include the name of Agency's agency/organization/Agency name, may delay processing of Agency's agreement or disqualify Agency's application.

Liz Smith

Craig, CO 81625

June 13, 2024

Moffat County Commissioners  
1198 W. Victory Way  
Craig, CO 81625

Dear Moffat County Commissioners,

I am writing to express my enthusiastic interest in joining the Moffat County Fair Board. As a dedicated member of our community with a deep appreciation for the agricultural heritage and cultural traditions that the Moffat County Fair represents, I am eager to contribute my skills and passion to furthering the goals of the Fair Board and enhancing the fair experience for all participants and attendees.

I did not grow up in Moffat County, nor did I have a vibrant and thriving 4H community where I lived. But upon moving to Craig and attending Fair, I have come to realize what a special and important opportunity the Fair is for so many people of Moffat County. From enhancing the livestock skills of young people to connecting those who are not engaged in agriculture to livestock and goods, the Fair meets a need and fills a gap in knowledge and connection that is getting wider every year.

Personally, I have enjoyed attending the fair as a participant in the Open Horse Show. It's a valuable occasion for me to check my training, connect with members of the horse community, and learn from the accumulated wisdom of the ranchers in Moffat County.

Professionally, I work as a licensed professional counselor, with specific skills in stress management, finance, and the accumulated wisdom of running a business. My work has equipped me with patience, an ability to get along and work with many different personalities, and a dedication to ensuring a positive experience for the participants of the fair. I am confident that these skills, combined with my firsthand knowledge of the fair and its importance to our community, would make me a valuable asset to the Fair Board.

Moreover, I am particularly interested in exploring new ways to engage younger generations in the fair, ensuring that our traditions continue to thrive. I believe in the power of education and community involvement, and I would like to contribute to initiatives that promote agricultural literacy and involvement among our youth.

Thank you for considering my application. I look forward to the opportunity to discuss how I can contribute to the success of the Moffat County Fair as a member of the Fair Board.



Liz Smith



**PRE- BID ATTENDANCE**

RFP Number: 202405	Description: Public Safety Center Perimeter fencing and Gates		
Moffat County Public Safety Center 800 W. 1st Street Craig, CO 81625			
Issue Date: 5/8/2024	Pre-Bid Meeting: 5/15/2024	<b>Required</b>	
Submission of Questions: 5/20/2024	Submission Date: 5/22/2024		
BOCC Award 5/28/2024	Contract Time: 5/28-9/30/24		

Company	Name	Email	Phone#
Ivorytip Fencing	Shawn Bohmer	Ivorytipfencing@gmail.com	629-1341
Black Eagle Fencing	Patrick Shirley	Seth@blackeaglefence.com	970 744 9987
All Fence	Henry Billet	coloradofence@hotmail.com	970 261 1104
Legacy General Contracting	Kevin Kerr	KKLegacyContracting@gmail.com	970-433-3708



