

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, May 24, 2022

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) May 10 (pgs 3-7); May 16 – Special Meeting (pgs 8 & 9)
- b) 2022-58: Resolution for Payment of Warrants (pg 10)
- c) 2022-59: Resolution for Payment of Warrants – P-Cards (pg 11)
- d) 2022-60: Resolution for Transfer of Payroll Warrants (pg 12)
- e) 2022-61: Voided Warrants for the month of May (pg 13)
- f) 2022-62: Transfer of Intergovernment Funds for the month of May (pg 14)
- g) Department of Human Services Electronic Transactions for April (pg 15)
- h) Core Services Program contracts:
 - Ariel Clinical Services (pgs 16-20)
 - MCC Drug & Alcohol Screening (2) (pgs 21-25) & (pgs 26-30)
 - Prather Productions (pgs 31-36)
 - Advantage Treatment Center (pgs 37-42)
- i) Public Health Immunization Amendment #3 (pgs 43-58)
- j) Memo of Understanding Amendment between Public Health & Memorial Regional Health re: Overdose Fatality Reviews (pgs 59 & 60)
- k) Public Health Department/State of Colorado Master Task Order (Major Information Technology Project) contract (pgs 61-88)
- l) South Sand Wash Recreation Plan comment letter (pgs 89 & 90)

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



8:34 AM 5/23/2022

Public Comment/General Discussion:

1) Board of County Commissioners

- Discuss letter opposing BLM – Peabody land purchase effort (pgs 91 & 92)
- Ratify ARPA Fund allocation distribution letter of support (pg 93)

Staff Reports:

9:00 am

Public Hearing:

2) Clerk & Recorder’s Office – Tammy Raschke & Stacy Morgan

- Liquor License Hearing:
 - Craig Chamber of Commerce – Roots, Rock, Reggae Festival (pgs 94- 97)
 - Craig Chamber of Commerce – Whittle the Wood (pgs 98-101)

3) Road & Bridge Department – Bruce White

- Bid Recommendation(s):
 - Front-End Loader (pgs 102-104)
 - ~~Pick-up Trucks~~
- ~~Resolution 2022-xx: Request to close CR 40~~

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 14, 2022 - 8:30 am

Moffat County’s YouTube link to view meeting:

<https://youtu.be/y3snMrgKfJE>

OR

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

**** 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



8:34 AM 5/23/2022

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

May 10, 2022

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Roy Tipton; John Williams; Denise Williams; Jim Howell; Carol Haskins; Allison Cutler; Dave Haskins; Gail Cattoor; Brandi Meek; Jeff Comstock; Josh Veenstra; Phil Vallem; Tom Kleinschnitz; Chelsea Mead; Mark Buchanan; Marti Ellgen; Tracy Winder; Charles Dial; Kent Vertrees; Bruce Sillitoe; Kris Brannan; Ed Brannan; Amber DeLay; Brigit Petersen

Call to Order
Pledge of Allegiance

Commissioner Broom called the meeting to order

Broom made a motion to approve the agenda as presented. Bohrer seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Approve minutes:

- a) April 26
- b) 2022-52: P-Card correction Resolution
- c) 2022-53: Resolution for Payment of Warrants
- d) 2022-54: Resolution for Transfer of Payroll Warrants
- e) Department of Human Services Electronic Transactions for March
- f) Treasurer's report
- g) Public Health Child Fatality Prevention System
- h) Digital Preservation contract w/ARCA Search
- i) Six Degrees Client Services & Business Associate Agreement(s)
- j) Liquor License - Massadona Tavern & Steak House
- k) Tire recycling contract w/Overton Recycling

Broom made a motion to approve the consent agenda items A-K. Villard seconded the motion. Motion carried 3-0.

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:

The following people stood up to voice their opinions on the Electronic (Dominion) Voting Systems & SB153: Denise Williams, John Williams, Allison Cutler, Charles Dial, Tracy Winder.

The following people representing the NW Colorado Outdoor Coalition came before the BCC to voice their opinion about the Commissioners opposing the BLM purchase of the old Peabody Mine property: Phil Vallem, Josh Veenstra; Kent Vertrees.

Brandy Meek – Craig Association of Realtors
Present Fair Housing Act proclamation (see attached)

Brandi Meek, president of the Craig Association of Realtors brought a proclamation for the BCC to sign declaring May as “Fair Housing Act” month in Moffat County. She also presented the Commissioners copies of the “On Common Ground” publication and took a photo with them.

Kris Brannan – Wolf reintroduction policy comment

Brannan discussed the imperative need to fight against the state’s wolf reintroduction policy and the possibility of being able to repeal the vote, since it was such a close (1%) margin.

Board of County Commissioners
Announce appointment to Local Marketing District Board (see attached)

Nichole Becker sent in a letter of interest for an available seat on the LMD Board, which has been open since January.

Villard moved to appoint Nichole Becker to the LMD Board. Bohrer seconded the motion. Motion carried 3-0.

Resolution 2022-55: Authorization for BCC Chair to sign CO Region 1 Intergovernmental Agreement/Opioid Settlement Committee Representation (see attached)

County Attorney, Rebecca Tyree, came before the BCC to explain the Intergovernmental Agreement for the CO Region 1 Opioid Settlement. The document is not fully complete, but close (just need to fill in entity representatives), and would like the chair of the BCC to be able to sign off on it when it is in final form.

Bohrer moved to approve **Resolution 2022-55: Authorization for BCC Chair to sign CO Region 1 Intergovernmental Agreement**. Villard seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton
- New Courthouse project monthly progress report (see attached)

Tipton commented that the County owes the contractor 20 days on the contract timeline due to change orders, which would move the completion date more towards the end of January. We are at 39% completion.

1. Framing continues with a small portion remaining in Public Health and Commissioner Offices
2. Drywall in court section is hung except for court clerk area and is almost taped and ready for texture and paint
3. Old vestibule is down, new concrete block is installed
4. New vestibule construction will start in the next few weeks

Tipton showed a power point of slides of progress on the project and presented the following information:

- BHI Pay App #6 in the amount of \$1,291,425.25
- Treanor HL Pay App #5 in the amount of \$14,400.00

- Contingency Log
- To date expenses: \$7,356,274.23

Villard moved to approve the BHI pay application #6 in the amount of \$1,291,425.25. Bohrer seconded the motion. Motion carried 3-0.

Bohrer moved to approve the Treanor HL Pay App #5 in the amount of \$14,400.00. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock

Consider letters regarding:

- Ratify BLM Travel Management Plan Area 1 -Appeal (see attached)

Commissioner Bohrer had signed off on this appeal, which was due for submittal on May 4th. This appeal was filed because the BLM chose to close several roads that are important to Moffat County, even after several meetings regarding this process. There will be a Statement of Reason filed within 30 days.

Villard moved to ratify the BLM Travel Management Plan Area 1 Appeal. Bohrer seconded the motion. Motion carried 3-0.

- Opposing BLM – Peabody land purchase effort (see attached)

This letter opposes the BLM applying for grants and/or spending any money to acquire the old Peabody Mine property.

Issues include:

1) Peabody is in the 1st year of a 10-year reclamation bond release from past mining on the proposed parcels to be purchased by BLM. BLM has stated they were not legally able to enter into an agreement to take over the State reclamation bond. BLM has had discussions about Peabody operating the property until such time when reclamation bond release could be achieved, a proposal that would take a minimum of 10 years. Moffat County Commissioners acknowledge the fast pace which our community is changing, and it is very likely that a multitude of private sector uses for that property may be possible during the next 10 years before BLM could reasonably acquire and manage the property. In addition, BLM has asked the solicitor's office to research the possibility of the State bond being vacated once acquired by BLM, which is an entirely unacceptable strategy to the County.

2) BLM has yet to speak with any affected landowner neighboring the property, let alone the primary grazing tenant. Moffat County has long stood in support of private property rights, and discussing such a dramatic change to property (public use) with existing neighbors should have been BLM's first action, many months ago when this project was developed.

3) Although we remain supportive of the idea of BLM spending money to improve visitor experience in Sand Wash Basin and Duffy Mountain, Moffat County continues to remain concerned about BLM's backlog of property improvements that have been unfunded for years. BLM acquiring near 1800 acres of new property with no permanent budget to manage it remains a concern. While grant money is currently available for certain recreation projects, BLM doesn't have permanent funding to operate a new purchase, especially considering the recent tsunami of visitors using public lands.

4) BLM has not addressed Colowyo's private rail road line that would present right-of-way impediment/trespass situation where a solution must be explored.

5) BLM has not addressed Pre-SMCRA (Surface Mining Control and Reclamation Act) subsurface issues. Issues such as soil subsidence from underground mining, underground coal fires, and decades of buried debris cleanup have not been evaluated and should be understood prior to asking for money to purchase the property.

6) Moffat County continues to seek assurance that BLM has the ability to manage campgrounds and public access in this location, that has the potential to create a similar situation to Emerald Mountain where large influxes of visitors could “love-to-death” the property. BLM’s track record is reactive rather than proactive in these situations. Considering the private rail line, adjacent private properties, and a stream that is highly variable in water flows makes for several potential user conflicts. BLM has stated they could see a scenario where they simply acquired the property and pass management and ownership along to an interested user group. If this partner exists, it should be made known to the public prior to BLM purchasing land.

Commissioner Bohrer suggested tabling the letter until they could have a workshop with the NW CO Outdoor Coalition (and other parties) to discuss concerns. Commissioner Villard mentioned that Bruce Sillitoe (Field Manager - BLM/Little Snake Field Office) had said at the Land Use Board meeting that their deadline to apply was April 30th, so she was also in favor of tabling this.

Bohrer made a motion to table the opposition letter to the BLM purchase of the old Peabody Mine property until the May 24th BCC meeting, after having a workshop with other concerned parties. Villard seconded the motion. Motion carried 3-0.

- Cooperating Agency Status on Wolf management (see attached)

This letter is addressed to the US Fish & Wildlife Service informing them that Moffat County wants to be included as a Cooperating Agency in the wolf management plan. Under the National Environmental Policy Act (NEPA) local governments are to be invited as a cooperating agency.

Villard moved to approve the letter to the US Fish & Wildlife Service regarding Cooperating Agency status in the wolf management plan. Bohrer seconded the motion. Motion carried 3-0.

Human Resources Department – Lynnette Siedschlaw

Present employment offer for Finance Director position (see attached)

Interviews were held for the Finance Director position on April 25th. The interview committee recommended hiring Cathy Nielson at a Step 3, \$2832.19/pay period (or a Grade 46E).

Bohrer made a motion to approve hiring Cathy Nielson as Finance Director at a Grade 46E. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:42 am

The next scheduled BOCC meeting is Tuesday, May 24, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Link to view this meeting on the Moffat County YouTube channel:

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

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

May 16, 2022 - Special Meeting

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree; Lennie Gillam

Commissioner Bohrer called the meeting to order at 9:04 am

Consent Agenda -

Review & Sign the following documents: (see attached)

- a) Resolution 2022-56: Appointment of Budget Officer
- b) Department of Human Services Child Welfare Services Block contract w/Children's Wellness Center of Colorado

Commissioner Villard moved to approve the consent agenda. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton

- Congressional Directed Spending compliance forms (see attached)

The money that Moffat County has been awarded by Congress will flow through the USDA, and these compliance forms are the first step in this process.

Villard moved to approve the CDS compliance forms. Broom seconded the motion. Motion carried 3-0.

- Resolution 2022-57: Resolution to Amend Resolution 2021-145 to Expand Authority of Chair as Managing Commissioner for Construction Costs for new Courthouse (see attached)

This resolution would allow for and expand the authority of the BCC Chair to sign any other future documents related to new courthouse construction costs, grants, financing, etc.

Villard moved to adopt Resolution 2022-57. Broom seconded the motion. Motion carried 3-0.

Request waiving bid process:

- Fairgrounds sound system upgrades (see attached)

This new sound system would upgrade the sound system in the outdoor & indoor arenas, pig barn & parking lot of the Fairgrounds. The full package would be \$112,289.86 and they want to have at least the outdoor arena done before fair in August.

Villard moved to approve waiving the bid process for the new Fairgrounds sound system. Broom seconded the motion. Motion carried 3-0.

- Loudy-Simpson Park Ice Arena Ice Resurfacer (see attached)

We got bids from both of the only US manufactures of ice resurfacers, Zamboni -\$105,515 & Olympia - \$98,700. This is a budgeted item of \$100,000. Tipton recommended going with the bid from Olympia for \$98,700.

Villard moved to waive the bid process for a new ice resurfacer as presented. Broom seconded the motion. Motion carried 3-0.

- Contract w/Equalized Productions for Fairgrounds Sound System (see attached)

Villard moved to approve the contract with Equalized Productions for \$112, 289.86. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve the ice resurfacer purchase contract with Olympia for \$98,700. Broom seconded the motion. Motion carried 3-0. This contract will be signed at a future meeting.

Meeting adjourned at 9:12 am

The next scheduled BOCC meeting is Tuesday, May 24, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2022-58
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MAY 2022

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:	5/24/2022		
General	110	<u>\$108,972.55</u>	CR	0010.7000
Road & Bridge	200	<u>\$141,837.45</u>	CR	0020.7000
Landfill	240	<u>\$8,994.08</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$52.50</u>	CR	0350.7000
Capital Projects	510	<u>\$7,166.10</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$16,185.92</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,285.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$285,623.20</u>	CR	0080.7000
Senior Citizens	215	<u>\$151.14</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410	<u>\$1,250.00</u>	CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$346.76</u>	CR	0320.7000
PSC - JAIL	210	<u>\$16,631.38</u>	CR	0072.7000
Human Services	220	<u>\$13,478.93</u>	CR	0030.7100
Public Health	250	<u>\$1,734.67</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$11,867.11</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$6,125.83</u>	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	<u>\$13.00</u>	CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant		<u>\$621,715.62</u>	DR	

RESOLUTION 2022-59
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MAY 2022

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:	5/24/2022		
General	110	<u>\$18,669.82</u>	CR	0010.7000
Road & Bridge	200	<u>\$552.63</u>	CR	0020.7000
Landfill	240	<u>\$391.99</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$4,170.85</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,136.92</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,385.37</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,455.62</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,025.93</u>	CR	0320.7000
PSC - JAIL	210	<u>\$6,530.10</u>	CR	0072.7000
Human Sevices	220	<u>\$1,221.12</u>	CR	0030.7100
Public Health	250	<u>\$10,267.75</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$843.36</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$938.02</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$3,116.18</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$52,705.66</u>	DR	

Adopted this 24th day of May, 2022

RESOLUTION 2022-60
 PAYMENT OF PAYROLL WARRANTS
 Pay period ending 5/14/2022

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 5/27/2022

FROM FUND:

General	0010.7000	\$239,215.76	cr
Road & Bridge	0020.7000	\$155,687.17	cr
Landfill	0070.7000	\$14,889.00	cr
Airport	0120.7000	\$2,063.18	cr
Library	0130.7001	\$10,240.38	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,735.90	cr
Mo Co Tourism	0320.7000	\$3,433.21	cr
PSC Jail	0072.7000	\$72,540.33	cr
Human Services	0030.7100	\$67,249.48	cr
Public Health	0065.7000	\$16,371.79	cr
SM I	0168.7000	\$4,056.11	cr
SM II	0169.7000	\$4,695.64	cr

TO FUND:

Warrant	0100.1000	\$597,177.95	dr
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Adopted this 24th day of May, A.D. 2022

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Tammy Raschke, 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 24th day of May, A.D. 2022.

 County Clerk & Ex-officio

RESOLUTION 2022-61
 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:

4/26/2022

TO: WARRANT FUND		10-0000-2003		\$ 731.32	dr
VOID FUND	WARRANT #		VENDOR NAME		
Social Services	809	1/25/2022	YVEA Duplicate Invoice	\$ 445.93	
Social Services	433699	4/26/2022	Eagle County Attorney Incorrect Address	\$ 275.00	
General	1176	5/10/2022	Amerigas Duplicate Payment	\$ 10.39	
FROM: WARRANT FUND		10-0000-1001		\$ 731.32	cr

Adopted this 24th day of May, 2022

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Tammy Raschke, 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 24th day of May, A.D. 2022

 County Clerk & Ex-officio

RESOLUTION 2022-62
 TRANSFER OF INTERGOVERNMENT FUNDS
 FOR THE MONTH OF MAY 2022

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

<i>From: (Fund)(cr)</i>	<i>Amount</i>	<i>To: (Fund) (db)</i>	<i>Amount</i>
General Fund	\$ 3,200.00	Airport	\$ 3,200.00
General Fund	\$ 152.09	Social Services	\$ 152.09
TOTALS	<u>\$ 3,352.09</u>	TOTALS	<u>\$ 3,352.09</u>

Adopted this 24th day of May, A.D. 2022

Chairman

COUNTY OF MOFFAT))
))

I, Tammy Raschke, 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 24th day of May, A.D. 2022

Clerk & Recorder

ELECTRONIC TRANSACTIONS
April 2022

EBT Date	Payroll Reason	Payroll AMT	COWS Asst Pymts	COWS Rentals	COWS Other Asst	COWS State Death	COWS County Death	AND Asst Pymts	AND Rental	OAP Rental	OAP Asst Pymt	MEDICAID Rental/MA	LEAP	EBLDC CARE	CHLD WELFARE	CARE SERVICES	CORE SERVICES	FOOD STAMPS	Total Distribution
04/22	LEAP	2,795.43											2,795.43						2,795.43
04/22	Cwelfare	17,985.84													17,985.84				17,985.84
04/22	Care Serv	7,075.00															7,075.00		7,075.00
04/22	Cuba	13,074.79												13,074.79					13,074.79
04/22	Care Serv																		0.00
04/22	Care Wk	6,900.64	6,900.64																6,900.64
04/22	AND	3,150.00						3,150.00											3,150.00
04/22	OAP	12,536.40								12,536.40									12,536.40
04/22	SNAP	363,887.00																363,887.00	363,887.00
	TOTALS	426,184.60	6,900.64	0.00	0.00	0.00	0.00	3,150.00	0.00	0.00	12,536.40	0.00	2,795.43	13,074.79	17,985.84	0.00	7,075.00	363,887.00	426,184.60

STATE OF COLORADO)
)SS.
COUNTY OF MOFFAT)

I, Tia Murry, Director - Moffat County DHS, Colorado, hereby certify that the payments as herein set forth are authorized federal assistance payments for the month of APRIL, 2022, totaling the sum of \$426,184.60

Date: 5/18/2022

Tia Murry Director

Seal of Commissioner, Chaperone: _____

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
LIFE SKILLS SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Ariel Clinical Services, 2938 North Avenue, Suite G, Grand Junction, CO 81504**, hereinafter called "Contractor."
2. This Contract will be **effective from June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** to eligible youth and families 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 Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Supervised Parenting Time Coach: \$75.00/hour - A parenting time supervisor will provide full supervision of families whose parents are not in need of therapeutic intervention or direction.
 - b. Flexible Parenting Time: \$45.00/hour - Parenting time frequency, duration, supervision and location will be specific to the needs of individual cases. Supervision may include part-time and check-in supervision.
 - c. Therapeutic Parenting Time: \$95.00/hour - A therapist will provide supervision of on-going parenting time and intervention with the family to assist in healing the parent/child relationship.
 - d. Court Testimony, authorized preparation time and report writing: \$65.00/hour.
 - e. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement **shall not exceed TEN THOUSAND DOLLARS AND NO/100 CENTS (\$10,000.00)**. 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 as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. 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 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

- g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of service 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. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. 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. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- 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 & Employers' Liability and Unemployment Insurance: In accordance with §§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, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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)

2022
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**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE TREATMENT SERVICES
May 1, 2022 - May 31, 2022**

1. THIS CONTRACT, made this 4 day of May, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and MCC Drug & Alcohol Screening, 1330 N. 12th Street, Grand Junction, CO 81501, hereinafter called "Contractor."
2. This contract will be effective May 10, 2022 until May 31, 2022, 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 furnish services to be billed at the following rates:
 - o Urinalysis Testing (7 Panel + ETG): \$45.00/each
 - o Hair Follicle Testing: \$120.00/each

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). 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 without the prior written consent of the Moffat County board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of this Contract.

6. 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 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:

- i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-paragraph of this sub-paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. 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 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months 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 those serviced in accordance with rules of the Colorado Department of Human Services, the County Departments 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. N/A for this provider / type of service.~~
 - 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. N/A for this provider / type of service.~~
 - 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 any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. 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. The Contractor also agrees to indemnify and hold the county harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- 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 & Employers' Liability and Unemployment Insurance: in accordance with §§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.

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

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**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE TREATMENT SERVICES
Jun 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this 4 day of May, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and MCC Drug & Alcohol Screening, 1330 N. 12th Street, Grand Junction, CO 81501, hereinafter called "Contractor."
2. This contract will be effective June 1, 2022 until May 31, 2023, 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 furnish services to be billed at the following rates:
 - o Unanalysis Testing (7 Panel + ETG): \$45.00/each
 - o Hair Follicle Testing: \$120.00/each

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). 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 without the prior written consent of the Moffat County board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of this Contract.

6. 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 9 (e) and (f).

7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:

- i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-paragraph of this sub-paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

9. 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 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months 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 those serviced in accordance with rules of the Colorado Department of Human Services, the County Departments 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. N/A for this provider / type of service.~~
 - 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. N/A for this provider / type of service.~~
 - 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 any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. 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. The Contractor also agrees to indemnify and hold the county harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- 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 & Employers' Liability and Unemployment Insurance: in accordance with §§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.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

Tia Murry
Tia Murry, Director

4/20/2022
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

B. Mizushima
Bobbie Mizushima
MCC Drug & Alcohol Screening

05/04/22
Date

PLEASE SIGN
& DATE

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

Subscribed and affirmed to before me this 4 day of May, 2022, by

Notarize

Bobbie Mizushima, Independent Contractor.

Witness my hand and seal.
My commission expires: 01-02-2026

KENDALL ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144000012
MY COMMISSION EXPIRES JANUARY 2, 2026

Kendall Anderson
Notary Public

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
LIFE SKILLS SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Prather Productions, P.O. Box 415, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** to eligible youth and families 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 Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Life Skills Services at a cost of \$80.00 per hour of service
 - b. "No shows" at \$80.00 per occurrence; up to 4 "no shows" per running year. After 2 "no shows," client, caseworker, and contractor shall meet to decide whether to continue and to make new commitments. 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.
 - c. Report writing at \$80.00 per hour.
 - d. Class planning at \$80.00 per hour.
 - e. Out of Town client visits at \$80.00 per hour with travel time at \$40.00 per hour.

The amount to be expended pursuant to this Agreement shall not exceed **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00)**. 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 as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. 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 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - 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. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. 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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months 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 those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
 - h. To provide County with reports on the provision of service 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. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. 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. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- 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 & Employers' Liability and Unemployment Insurance: In accordance with §§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.

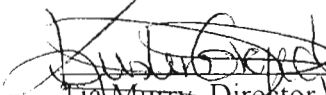
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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.

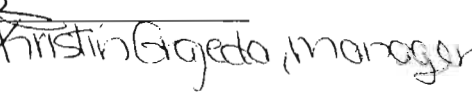
- 10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

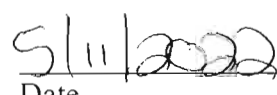
first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

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

 _____
 Tia Murry, Director

 _____
 Kristin Gajeda, manager

 _____
 Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

_____ Date

Donald Broom, Chairperson

CONTRACTOR

_____ Date

Diane Prather
Prather Productions

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

Subscribed and affirmed to before me this ____ day of _____, 2022, by Diane Prather, Independent Contractor.

Witness my hand and seal.

Notary Public

Prather Productions, LLC is a limited liability company. 2022 is a limited liability company. Prather Productions, LLC is a limited liability company.

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE TREATMENT SERVICES**
June 1, 2022 - May 31, 2023

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Advantage Treatment Centers, P.O. Box 328, 12220 Highway 61, Sterling, CO 80751**, hereinafter called "Contractor."
2. This Contract will be **effective June 1, 2022 until May 31, 2023**, 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 furnish services to be billed at the following rates:
 - Urinalysis Testing: \$15.00/each
 - Mouth Swab Testing: \$25.00/each
 - Confirmation Testing: \$25.00/each
 - Hair Follicle: \$100.00/each
 - Rapid Testing: \$20.00/each

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). 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. 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 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:

- i. Notify the subcontractor and the County within three (3) days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-paragraph of this sub-paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

9. 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 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months 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 those serviced in accordance with rules of the Colorado Department of Human Services, the County Departments 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. N/A for this provider / type of service.~~
 - 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. N/A for this provider / type of service.~~
 - 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 any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. 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. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- 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 & Employers' Liability and Unemployment Insurance: in accordance with §§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.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

CONTRACT AMENDMENT #3**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2020*0321
Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of the Moffat County Public Health Agency 221 West Victory Way Suite 130 Craig CO 81625	Amendment Contract Number: 2022*3196 Amendment #3
Contract Performance Beginning Date: July 1, 2019	Current Contract Expiration Date: June 30, 2023
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0321	\$5,601.00	\$18,361.00	\$0.00	07/01/2019-06/30/2020	\$23,962.00
Contract Option Letter #1	2020*0321 Option Letter #1	\$0.00	\$3,750.00	\$0.00	03/01/2020-06/30/2020	\$3,750.00
Contract Option Letter #2	2020*321 Option Letter #2	\$0.00	\$4,705.00	\$0.00	05/10/2020-06/30/2020	\$4,705.00
Contract Amendment #1	2020*3416 Amendment #1	\$5,640.00	\$18,252.00	\$0.00	07/01/2020-06/30/2021	\$23,892.00
Contract Option Letter #3	2020*3416 Option Letter #3	\$12,533.00	\$12,533.00	\$0.00	08/10/2020-06/30/2021	\$25,066.00
Contract Amendment #2	2021*3512 Amendment #2	\$6,746.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$6,746.00
Contract Option Letter #4	2021*3512 Option Letter #4	\$0.00	\$16,618.00	\$0.00	08/01/2021-06/30/2022	\$16,618.00
Contract Option Letter #5	2021*3512 Option Letter #5	\$0.00	\$6,461.00	\$0.00	11/20/2021-06/30/2022	\$6,461.00
Contract Amendment #3	2022*3196 Amendment #3	\$6,888.00	\$23,273.00	\$0.00	07/01/2022-06/30/2023	\$30,161.00
Current Contract Maximum Cumulative Amount						\$141,361.00

SIGNATURE PAGE

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.

<p style="text-align: center;">CONTRACTOR</p> <p>Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of Moffat County Public Health Agency</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p>
<p style="text-align: center;">By: Signature</p>	<p style="text-align: center;">By: Signature</p>
<p>FULL NAME</p>	<p style="text-align: center;">Name of Executive Director Delegate</p>
<p style="text-align: center;">Name of Person Signing for Contractor</p>	<p style="text-align: center;">Title of Executive Director Delegate</p>
<p>TITLE</p>	<p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">Title of Person Signing for Contractor</p>	<p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">Date: _____</p>

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

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 under the State Controller Signature. 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 of 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 under the State Controller Signature or July 1, 2022, whichever is later and shall terminate on the termination of the Contract or June 30, 2023, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to renew.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.
- B. 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.
- C. The Parties now agree to modify Exhibit B, Statement of Work of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of Work, attached to this Amendment for the following reason: to update the work plan for the renewal period.
- D. The Parties now agree to modify Exhibit H, Budget of the agreement. Exhibit H, Budget, is deleted and replaced in its entirety with Exhibit H, Budget, attached to this Amendment for the following reason: to add funds for the renewal period.
- E. The Parties now agree to modify Exhibit E, Federal Provisions. Exhibit E Federal Provisions, is deleted and replaced in its entirety with the Exhibit E, Federal Provisions, attached to this Amendment, for the following reason: to reflect changes to the federal award identification information.

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.

STATEMENT OF WORK
 To Original Contract Number: 2020*0321
 Amendment Contract Number: 2022*3196 Amendment #3

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Moffat County Public Health Agency

II. Project Description: This project serves to maintain immunization awareness, and increase vaccination rates in Colorado. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FAQ: Frequently Asked Questions
13. FQHC: Federally Qualified Health Center
14. Insured: A person who is covered by health insurance.
15. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
16. LPHA: Local public health agency
17. MMR: Measles, mumps, and rubella vaccine.
18. MOU: Memorandum of Understanding
19. RHC: Rural Health Center
20. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs;

- public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.
- 21. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
 - 22. VFC: Vaccines for Children
 - 23. VPD: Vaccine-preventable disease
 - 24. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement core immunization services within its jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels: <ol style="list-style-type: none"> a. VFC vaccines available through the VFC program for the eligible population served. b. Section 317 vaccines available through the Section 317 program for the eligible population served. c. Privately-purchased vaccines available for the eligible insured population served. 2. The Contractor shall analyze the need for provision of immunizations within the jurisdiction. <ol style="list-style-type: none"> a. According to the analysis, the Contractor shall provide immunizations within the jurisdiction. 3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine. 4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration. 5. The Contractor shall promote use of CIIS to providers in the jurisdiction. 6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information: <ol style="list-style-type: none"> a. Children 19-35 months of age no later than 30 days after distribution by CIB b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB. 7. The Contractor shall provide immunization subject matter expertise to the following: <ol style="list-style-type: none"> a. Decision makers b. Policy makers c. Health care providers d. The public

8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:

- a. immunization disparities by race
- b. immunization disparities by ethnicity
- c. immunization disparities by socio-economic status

9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:

- a. consumers
- b. health care providers
- c. staff who administer immunizations
- d. policy makers

10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:

- a. consumers
- b. health care providers
- c. staff who administer immunizations
- d. policy makers

11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:

- a. consumers
- b. healthcare providers
- c. staff who administer immunizations
- d. policy makers

12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:

- a. The Contractor shall promote seasonal influenza vaccine with new organizations.
- b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations.
- c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations.

13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.

14. The Contractor shall deliver information to schools and CCCs about the *Colorado State Board of Health Rule 6 CCR 1009-2* annual reporting requirement.

- a. The Contractor shall follow up with schools who fail to report data.
- b. The Contractor shall follow up with CCCs who fail to report data.

15. The Contractor shall support a network of VFC providers.

- a. The Contractor shall perform ongoing recruitment of new VFC providers.
- b. The Contractor shall educate current VFC providers about the VFC program requirements.

16. The Contractor shall respond to cases of VPD in the jurisdiction in order to implement core immunization services.

EXHIBIT B

	<p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <p>a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor does not attend call.</p> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from Strategies to improve Colorado vaccination rates. 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on the following website, https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference.

6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, <https://www.colorado.gov/pacific/cdphe/school-and-child-care-immunization-data-reporting>. The content of this website is incorporated and made part of this contract by reference.
7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.
8. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.
9. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email when providing 317 vaccines for the jurisdiction.
10. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity and socio-economic status from Strategies to improve Colorado vaccination rates located on the following website, https://docs.google.com/document/d/1qB70i3z4B_u4XtSCxGBj0wcQrKvqgm42Fqne8cu64Es/edit. The content of this website is incorporated and made part of this contract by reference.
11. The Contractor shall use deputization MOU guidance as provided by CIB via email.
12. CDPHE will provide programmatic technical assistance, upon request.
13. The Contractor shall complete an electronic quarterly progress report using the *FY23 Immunization Core Services Quarterly Progress Report*, via the following website, <https://fs9.formsite.com/ColoradoIMMprogram/FY23-CoreProgressReport/index.html>. The content of this website is incorporated and made part of this contract by reference.
14. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.
15. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: <https://fs9.formsite.com/ColoradoIMMprogram/kxrc6yrahx/index.html>. The content of this website is incorporated and made part of this contract by reference.
16. The Contractor shall utilize strategies of *CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020* located on the following website, https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing. This document establishes immunization standards and is incorporated and made part of this contract by reference.
17. The Contractor shall access the MMR and Flu Dashboard and Report Card via the following website:

EXHIBIT B

	<p>https://cohealthviz.dphe.state.co.us/#/site/DCEED_Public/views/LPHAMMRFluGoalDashboard/MMRFluTracking. The content of this website is incorporated and made part of this contract by reference.</p> <p>18. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>19. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>20. The CIB will maintain a <u>LPHA Core Immunization Services FAQ</u> document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>21. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>22. The Contractor shall review a list of strategies from <u>Strategies to improve Colorado vaccination rates</u>. The content of this website is incorporated and made part of this contract by reference.</p>	
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are marketed within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction. 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR Dashboard and Report Card. 3. Data contained in quarterly progress reports. 	
		Completion Date
Deliverables	1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.	No later than 30 business days following the receipt of the recertification packet
	2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i> .	No later than 30 calendar days following the last calendar day of September, December, and March
	3. The Contractor shall submit the final electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i> .	No later than 15 days after the end term of the contract
	4. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT H

To Original Contract Number: 2020*0321	
Original Budget	
Immunization Core Activities - Moffat	
State	\$23,273.00
Federal	\$6,888.00
Total Amount	\$30,161.00

Exhibit E**Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children**

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Moffat County Public Health Agency
- b. Subrecipient DUNS number 784766131
- c. The Federal Award Identification Number (FAIN) is NH23IP922600.
- d. The Federal award date is To Be Determined.
- e. The subaward period of performance start date is 07/01/2021 and end date is 06/30/2022.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2019 - 6/30/2024	\$6,210,954.00	\$5,809,059.00

- g. Federal award title of project or program: Immunization and Vaccines for Children.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Patsy Parker, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2669.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.268** and the grant name is Immunization and Vaccines for Children.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

Amendment to the Memorandum of Understanding

Between

Memorial Regional Health

And

Moffat County Public Health

On October 12, 2021, Moffat County Public Health (MCPH) and Memorial Regional Health (MRH) entered into a Memorandum of Understanding (MOU) for the purpose of establishing Overdose Fatality Reviews (OFR's) to periodically review the circumstances of fatalities suspected to be a result of overdose, supported by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), and the Institute for Intergovernmental Research (IIR) Rural Response to the Opioid Epidemic (RROE) grant project.

- 1) This Amendment incorporates by reference the MOU entered into on October 12, 2021. Unless otherwise modified in this Amendment, all terms and conditions of the MOU dated October 12, 2021 will remain in effect until December 31, 2022.
- 2) The parties agree to amend the MOU dated October 12, 2021 in the following manner:
 - a. MRH agrees to provide additional financial support in the maximum amount of \$2,537.00 to support MCPH in providing the following :
 - i. Establish and coordinate joint processes and procedures for MCPH to convene and facilitate regional OFR's for the 2022 calendar year;
 - ii. Support community engagement activities; and
 - iii. Provide program facilitation, supervision, and program evaluation.
- 3) Regional OFR's shall include Grand, Jackson, Routt, Moffat, and Rio Blanco counties.
- 4) This additional MRH financial support is supplemental to the previously allocated sum of \$5,000.00.
- 5) The maximum amount of MRH financial support allocated to this MCPH training equals a total of \$7,537.00.

The parties acknowledge and agree that the term of this MOU is amended and will be valid until December 31, 2022.

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This amendment is effective from date of signature by both parties.

Memorial Regional Health 750 Hospital Loop Craig, CO 81625	Moffat County Public Health 651 Yampa Avenue Craig, Colorado 81625
Kyle Miller Vice President of Clinical Services	Kari Ladrow Director
Signature	Signature
Date	Date
Board of County Commissioners of Moffat County 221 W. Victory Way, Suite 130 Craig, Colorado 81625	
Donald Broom Chair	
Signature	
Date	

STATE OF COLORADO MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 221 Victory Way, Ste. 130, Craig, CO 81625 for the use and benefit of Moffat County Public Health		
Master Task Order Contract Number: 23 FAA 00058	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or July 1, 2022		
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027		
The following exhibits are hereby incorporated: Exhibit I -- Sample Task Order			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> For Contractor: Donald Broom, Chair Moffat County Board of County Commissioners 221 Victory Way, Ste. 130 Craig, CO 81625 (970)824-5517 </td> </tr> </table>		Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	For Contractor: Donald Broom, Chair Moffat County Board of County Commissioners 221 Victory Way, Ste. 130 Craig, CO 81625 (970)824-5517
Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	For Contractor: Donald Broom, Chair Moffat County Board of County Commissioners 221 Victory Way, Ste. 130 Craig, CO 81625 (970)824-5517		
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.			

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
By: Signature _____	By: Signature _____
Donald Broom, Chair _____	Name of Executive Director Delegate _____
Chair of the Moffat County Board of County Commissioners _____	Title of Executive Director Delegate _____
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature _____

Name of State Controller Delegate _____

Title of State Controller Delegate _____

Effective Date: _____

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for

convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract or a Task Order in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted under all terminated Task Orders, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of

Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- E. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- O. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.

- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**Services**” means the Services to be performed by Contractor as set forth in this Contract, and shall include any Services to be rendered by Contractor in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- BB. **Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise
- CC. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Task Order”** means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.
- FF. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- GG. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. **“Work”** means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No

payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures

developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. **CONTRACTOR RECORDS**

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three (3) years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State." Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and

shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the Services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign

to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the

email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §17 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of

Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract 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 agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any Services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. Applicability

This entire §18.S does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

- i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

- V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered

into the statewide Contract Management System at intervals established in the Statement of Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			Task Order Contract Number: Insert CMS Number of the Master Task Order Contract			
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			Option Letter Number: Insert Contract Number			
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year			Task Order Expiration Date Month Day, Year			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** 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 above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of Executive Director Delegate</p> <p>_____</p> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of State Controller Delegate</p> <p>_____</p> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--



May 24, 2022

Attn: South Sand Wash OHV Area Recreation Plan
Little Snake Field Office
455 Emerson Street
Craig, CO 81625

Delivered Via Email: blm_co_lsfo_web@blm.gov

Bruce Sillitoe and Whit Patterson,

Moffat County appreciates the opportunity to provide scoping comments regarding BLM's Recreation Planning effort for South Sand Wash Open Off Highway Vehicle Area. We are encouraged to see BLM dedicating efforts to planning for recreation especially since Moffat County, along with the rest of the West, has seen exponential growth of recreation on federal and state lands the last couple years. Members of the Moffat County Land Use Board participated in both the Maybell and Craig public scoping meetings and we offer the following comments for BLM to consider as they write the South Sand Wash Environmental Assessment (EA).

1. Moffat County encourages BLM to implement signage throughout the Open Off Highway Vehicle area. The EA should outline the need for educational signs regarding historical agriculture, oil and gas, wild horse and recreation uses in addition to direction and way-finding signs. Specifically, we recommend signs asking OHV users to slow and use caution and respect in the proximity of livestock and wild horses.
2. Moffat County suggests permanent bathrooms be established in the highest use areas, such as nearby enduro race gathering areas and most utilized camping areas. Our experience with the County Road 10 bathrooms shows us that travelers will eventually figure out the location of these restrooms and regular and routine maintenance and trash emptying should be planned in the EA.
3. BLM has asked the question whether trash cans and trash removal service should be included or whether a "pack it in and pack it out" policy should exist. Moffat County feels BLM must plan for, and budget for trash services on location. Developing a recreation site with campground space and bathrooms without trash service is only asking for trouble. BLM and Moffat County have experienced what happens at the CR 10 bathrooms when trash service is neglected.
4. Moffat County supports user fee-based camp areas, furthermore we urge the fee to be adequate to meaningfully offset the cost of trash service, bathroom service, and other amenities. Moffat County has had over two decades of representation on the BLM Resource Advisory Council

Office of the County Commissioners
221 West Victory Way, Ste. 130
Craig, CO 81625
(970) 824-5517 Office
(970) 824-9191 Facsimile
Website: <https://moffatcounty.colorado.gov>

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

which approves BLM fees, and have not encountered a situation where fees are not appropriate to help maintain BLM improvements. It is important to remember in one form or another, all other users (i.e. agriculture, outfitters, guiding services, and energy development) all pay fees, and recreation users should be no different.

5. BLM has published maps that show some but not all of the primary numbered county roads within the South Sand Wash OHV area. We request BLM maps show all our numbered county roads. Not only has Moffat County granted permission for OHV use of our primary numbered county road network, we also recognize the public needs to see on maps, all county road ingress and egress to the area for emergency assistance.

Thank you for considering our scoping comments. If you have questions regarding them, please don't hesitate to reach out to our Natural Resources Director, Jeff Comstock, or contact any of the County Commissioners listed below.

Respectfully,

Donald Broom, Chair
Commissioner District 3

Tony Bohrer
Commissioner District 1

Melody Villard
Commissioner, District 2

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May 24 2022

Little Snake Field Office
455 Emerson Street
Craig, CO 81625

Bruce Sillitoe,

The Moffat County Commissioners are writing to express our opposition to BLM purchasing the Peabody Sage Creek Property or pursuing Land and Water Conservation Funds to purchase the property. There are several issues discussed below that have caused the Commissioners to take this position.

We appreciate you and Whit Paterson attending the February 7, 2022 Land Use Board Meeting to discuss BLM's land acquisition proposal. Also, in attendance at that meeting were one directly affected landowner, Peabody Energy Corporation, and members of the Moffat County Tourism Association. We have since had additional discussions with Peabody Energy Corporation representatives, adjacent landowners, City Council members, and have given guidance to the Moffat County Tourism Association. While we understand recreation and tourism reasons BLM would be interested in providing additional access to the Little Yampa Canyon Special Recreation Area, we must also consider the impact to additional sectors of our community. Although we cannot support BLM pursuing grant money to purchase the Sage Creek Property, there are a multitude other of BLM properties we support BLM improving and making "visitor ready" including the Sand Wash Open Area, and Duffy Mountain.

Issues include:

- 1) Peabody is in the 1st year of a 10-year reclamation bond release from past mining on the proposed parcels to be purchased by BLM. BLM has stated they were not legally able to enter into an agreement to take over the State reclamation bond. BLM has had discussions about Peabody operating the property until such time when reclamation bond release could be achieved, a proposal that would take a minimum of 10 years. Moffat County Commissioners acknowledge the fast pace which our community is changing, and it is very likely that a multitude of private sector uses for that property may be possible during the next 10 years before BLM could reasonably acquire and manage the property. In addition, BLM has asked the solicitors office to research the possibility of the State bond being vacated once acquired by BLM, which is an entirely unacceptable strategy to the County.
- 2) BLM has yet to speak with any affected landowner neighboring the property, let alone the primary grazing tenant. Moffat County has long-stood in support of private property rights, and

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discussing such a dramatic change to property (public use) with existing neighbors should have been BLM's first action, many months ago when this project was developed.

- 3) Although we remain supportive of the idea of BLM spending money to improve visitor experience in Sand Wash Basin and Duffy Mountain, Moffat County continues to remain concerned about BLM's backlog of property improvements that have been unfunded for years. BLM acquiring near 1800 acres of new property with no permanent budget to manage it remains a concern. While grant money is currently available for certain recreation projects, BLM doesn't have permanent funding to operate a new purchase, especially considering the recent tsunami of visitors using public lands.
- 4) BLM has not addressed Colowyo's private rail road line that would present right-of-way impediment/trespass situation where a solution must be explored.
- 5) BLM has not addressed Pre-SMCRA (Surface Mining Control and Reclamation Act) subsurface issues. Issues such as soil subsidence from underground mining, underground coal fires, and decades of buried debris cleanup have not been evaluated and should be understood prior to asking for money to purchase the property.
- 6) Moffat County continues to seek assurance that BLM has the ability to manage campgrounds and public access in this location, that has the potential to create a similar situation to Emerald Mountain where large influxes of visitors could "love-to-death" the property. BLM's track record is reactive rather than proactive in these situations. Considering the private rail line, adjacent private properties, and a stream that is highly variable in water flows makes for several potential user conflicts. BLM has stated they could see a scenario where they simply acquired the property and pass management and ownership along to an interested user group. If this partner exists, it should be made known to the public prior to BLM purchasing land.

While BLM has acknowledged and expressed desire to accommodate the County's "No Net Loss of Private Lands Policy," the above concerns are significant enough, and so long term (10+ years into the future), the Moffat County Commissioners must oppose BLM's pursuit of Peabody's Sage Creek Property at this time.

If you have questions about our position, or anything in this letter, please don't hesitate to contact us at the information listed below.

Respectfully,

Donald Broom, Chair
Commissioner District 3

Tony Bohrer
Commissioner District 1

Melody Villard
Commissioner, District 2

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District 3



May 23, 2022

Angela Belden Martinez
Regional Director
U.S. Department of Commerce
Economic Development Administration
1244 Speer Boulevard, Suite 431
Denver, CO 80204

Dear Regional Director Martinez:

As co-applicant and collaborative partner with the City of Craig on the proposal to the Economic Development Administration (EDA) for Economic Adjustment Assistance (EAA) and Assistance to Coal Communities (ACC) funding specific to the Yampa River Corridor Project, Moffat County is writing to provide a letter of intent to commit \$300,000 in match funding towards the project. We appreciate the opportunity to further support this catalytic project and will further review and discuss reallocating a portion of 2022 American Rescue Plan Act (ARPA) funds at our next Moffat County Commissioner meeting to be held this coming Tuesday, May 24th at 8:30am.

This project would be a massive win for the City of Craig and Moffat County as we are faced with an impending economic tsunami. The Yampa River Corridor Project has garnered a breadth of synergetic support and strongly aligns with multiple local strategic plans to address economic resilience and creation of industry diversification. With the last increase in project costs and the resulting need for additional match funding, we simply lacked the appropriate amount of time to convene a special meeting to review our capacity to contribute capital.

Upon the adjournment of our May 24th Commissioner meeting, we will provide follow-up communication with EDA and the necessary match commitment documentation. We look forward to working with you in the best interest of our authentic, rural community and collaboratively working towards achieving a prosperous and sustainable future.

Sincerely,

Donald Broom, Chair
Commissioner, District 3

Tony Bohrer
Commissioner, District 1

Melody Villard
Commissioner, District 2

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input checked="" type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for: 2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day 2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	DO NOT WRITE IN THIS SPACE Liquor Permit Number
--	---

1. Name of Applicant Organization or Political Candidate <p style="text-align: center;">Craig Chamber of Commerce</p>	State Sales Tax Number (Required) <p style="text-align: center;">84-0379357</p>
--	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 775 Yampa Ave. Craig, CO 81625	3. Address of Place to Have Special Event (include street, city/town and ZIP) Roots, Rock, Reggae 600 S Ranney Street Craig, CO 81625
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate <p style="text-align: center;">Jennifer Holloway</p>	Date of Birth <p style="text-align: center;">06/23/72</p>	Phone Number <p style="text-align: center;">9708245689</p>
--	--	---

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager <p style="text-align: center;">Brittany Young</p>	Date of Birth <p style="text-align: center;">10/10/97</p>	Phone Number <p style="text-align: center;">9708245689</p>
---	--	---

Event Manager Home Address (Street, City, State, ZIP) <p style="text-align: center;">581 Lincoln Street Craig, CO 81625</p>	Email Address of Event Manager <p style="text-align: center;">byoung@craigchamber.com</p>
--	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>1</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	From	To	Date	From	To	Date	From	To	Date	From	To	Date	From	To
06/18/22	11 A	12 P												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title <p style="text-align: center;">Assistant Director</p>	Date <p style="text-align: center;">4/18/22</p>
---------------	--	--

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

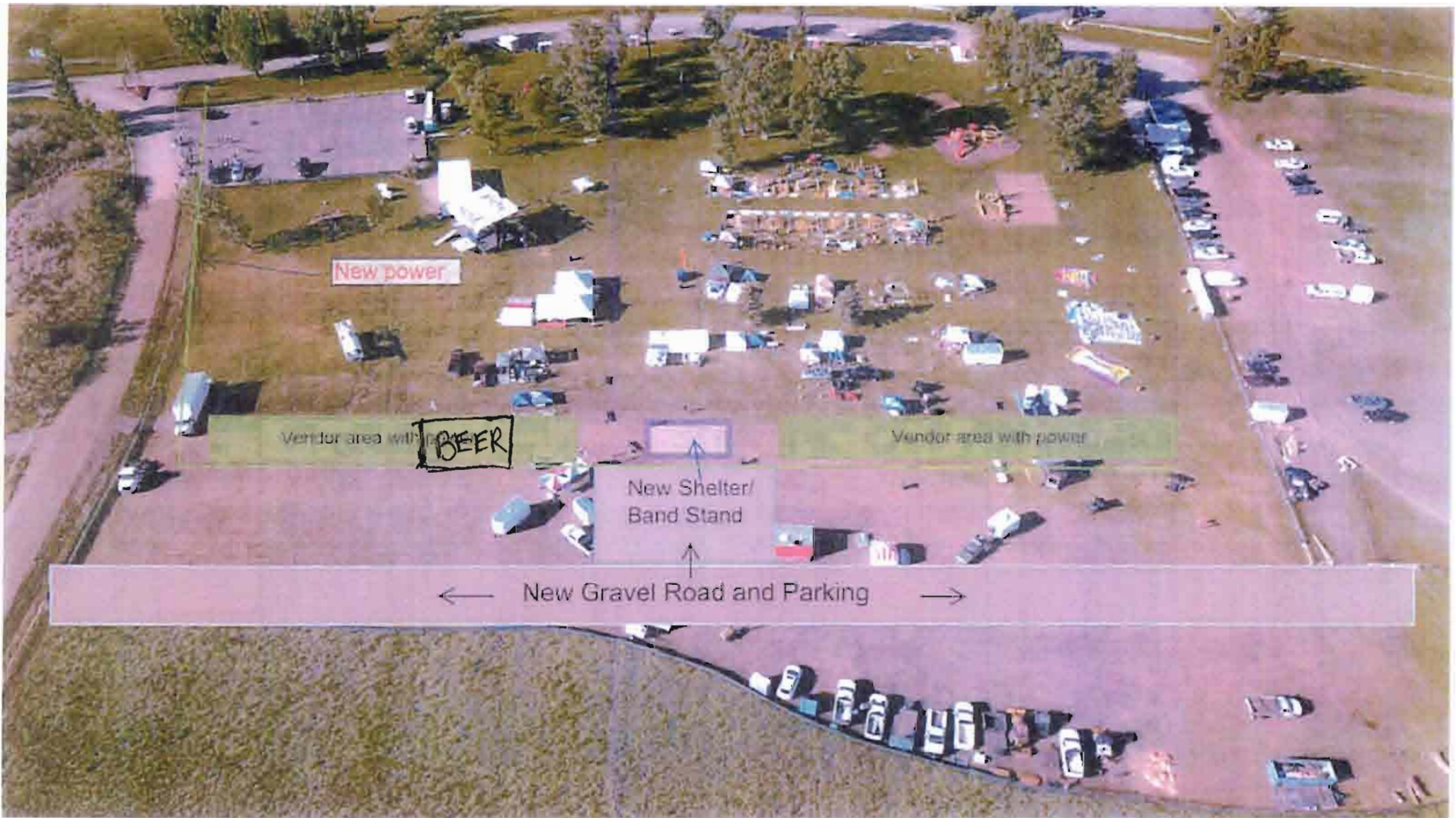
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Yampa Roots, Rock, Kaggae





Office of the Commissioners - Facilities

March 15, 2022

To Whom It May Concern:

This letter is to certify that the Craig Chamber of Commerce is authorized to operate a beer garden during the Roots Rock Festival at Loudy-Simpson Park June 18, 2022.

Sincerely,

Erin Miller
Administrative Assistant
Facilities Coordinator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE CRAIG CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 11/08/1946 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871111609 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/04/2022 that have been posted, and by documents delivered to this office electronically through 04/05/2022 @ 10:38:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/05/2022 @ 10:38:17 in accordance with applicable law. This certificate is assigned Confirmation Number 13921651 .



Jena Griswold
Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

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| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input checked="" type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Craig Chamber of Commerce	State Sales Tax Number (Required) 84-0379357
--	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 775 Yampa Ave. Craig, CO 81625	3. Address of Place to Have Special Event (include street, city/town and ZIP) Whittle the Wood 600 S Ranney Street Craig, CO 81625
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate Jennifer Holloway	Date of Birth 06/23/72	Phone Number 9708245689
--	----------------------------------	-----------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager Brittany Young	Date of Birth 10/10/97	Phone Number 9708245689
---	----------------------------------	-----------------------------------

Event Manager Home Address (Street, City, State, ZIP) 581 Lincoln Street Craig, CO 81625	Email Address of Event Manager byoung@craigchamber.com
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? 1	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
06/24/22		11 A.m.	12 P.m.	06/25/22		11 A.m.	12 P.m.								

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Brittany Young</i>	Title Assistant Director	Date 4/18/22
------------------------------------	------------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

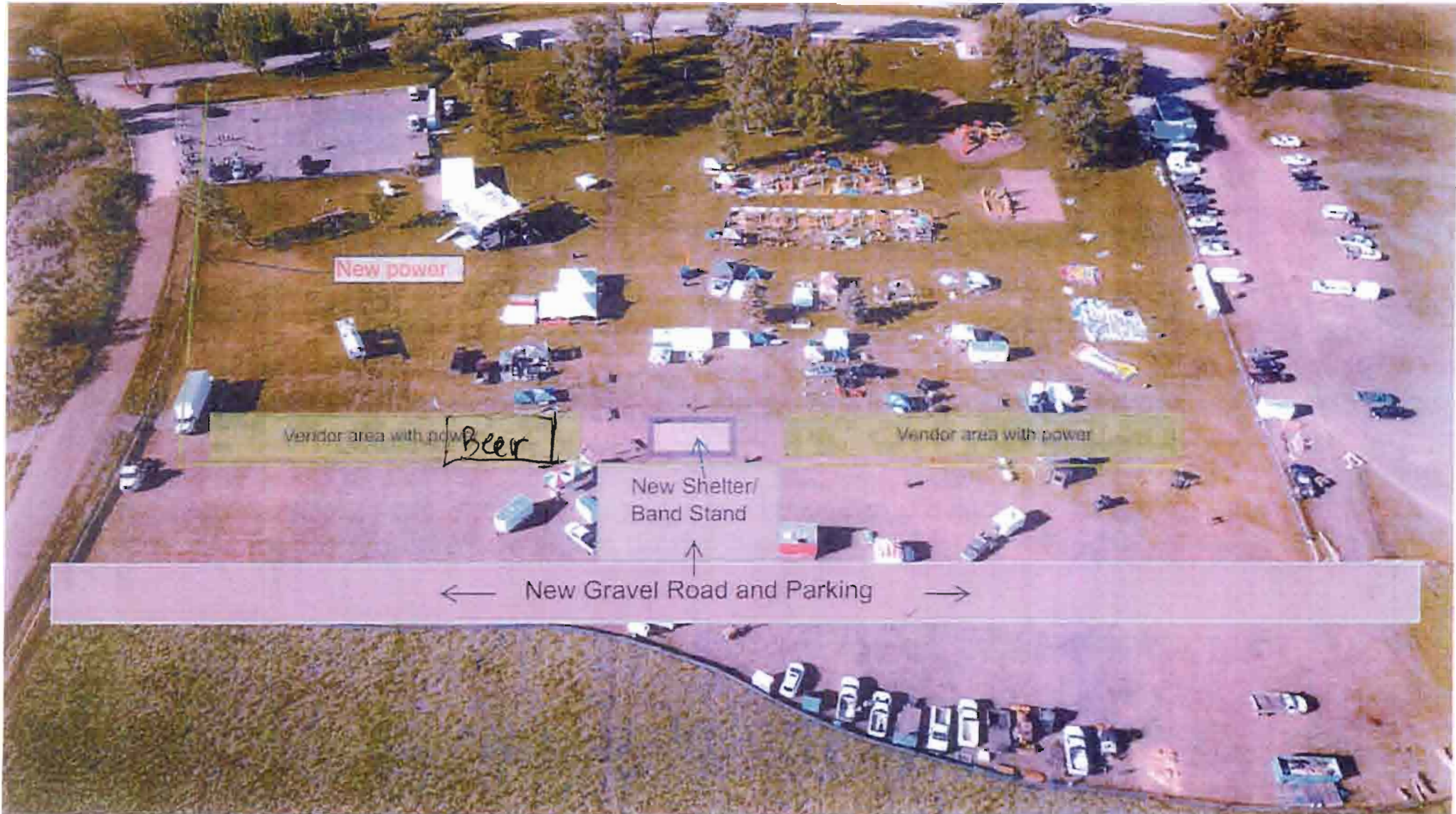
Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Whittle the Wood



New power

Vendor area with power

Beer

New Shelter/
Band Stand

Vendor area with power

← New Gravel Road and Parking →



Office of the Commissioners - Facilities

March 15, 2022

To Whom It May Concern:

This letter is to certify that the Craig Chamber of Commerce is authorized to operate a beer garden during the Whittle the Wood Rendezvous at Loudy-Simpson Park June 24th & 25th, 2022.

Sincerely,

Erin Miller
Administrative Assistant
Facilities Coordinator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

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2022
WHEEL LOADER
Budgeted \$350,000.00

Power Equipment Company

VOLVO L150H	\$409,437.00	Nearest service	Grand Jct. Colorado
		Mileage charge	\$350.00 per trip.
		Service response time	24 hour.
Purchase Price	\$421,437.00	Delivery date	120 days
Trade in	<u>\$ 12,000.00</u>		
Total	\$409,437.00		

WAGNER EQUIPMENT COMPANY

CATERPILLAR 972BR	\$442,518.81	Nearest service	Hayden Colorado
		Mileage charge	\$92.00 per trip.
		Service response time	1/2 hour.
Purchase Price	\$482,268.31	Delivery date	120 days
Trade in	\$ 40,000.00		
Delivery	<u>\$ 250.00</u>		
Total	\$442,518.31		

Bid differential \$33,081.31

Exceeds Budget

Power Equipment Co. \$59,437.00

Wagner Equipment Co. \$92,518.00

Options

2022 Wheel Loader

1. No purchase - over budget
2. Table the matter, schedule worksop with R&B
3. Award purchase to low bidder
4. Award purchase to Wagner (R&B recommendation)

1.) Due to the current CIP, the amount of monies budgeted, along with unusual world wide shortages that have greatly increased cost and availability of equipment, the purchase price of a 2022 wheel loader has exceeded the amount that was budgeted for 2022. The purchase could be postponed until additional money is added to what has already been appropriated.

2.) Due to over budget status, awarding the bid could be postponed until a workshop can be scheduled and completed, allowing for financial options to be explored and discussed before a decision is made. The two bids received are good for 30 days from the opening date.

3.) Award purchase to the lowest bidder. In this case, Power Equipment Company. This machine as bid and specified does not meet or comply with all of the specifications put forth by the Road Dept. Most notably, it does not meet;

1. Minimum Horsepower
2. Limited Slip Differentials, front and rear
3. 24V/12V converter 25 amp (necessary for company radio)
4. Guards on all power train components (skid plates)
5. Cab window requirements (slider both sides allowing for ventilation while machine is not running)
6. Ether starting aid
7. Window washing platform (safety)

4.) Award purchase to Wagner CAT. This would be the Road Dept. recommendation based on the following information.

1. Maintenance cost and reliability history of CAT equipment currently owned by Moffat County.
2. The service, technical assistance, parts availability and response time from Wagner CAT is exceptional.
3. A big part of our mechanical training, necessary technical programs and special tooling is invested in CAT technology. To retool and invest in diagnostic/repair computer programs for multiple brands of equipment will add additional cost to maintenance budgets yearly.

4. Staying with one equipment manufacturer when possible has allowed us to greatly reduce our parts inventory such as filters, sensors lights, wheels, specialized oils and lubricants. These are just a few examples of "brand specific" inventory that we have to stock for each equipment manufacturer.
5. Our research shows us that nationally the resale value of this CAT loader when compared equally to the Volvo is approximately \$70,000.00 higher which also tends to lend itself true for the trade-in values. Model years 2015 and 2018 were used in the comparisons and were found at www.mylittlesalesman.com. We find this to be the case with CAT equipment across the board.
6. We are asked to keep this equipment at the Road Dept. for 20 years and more, that is not a problem with CAT equipment. Other brands, not so easy.
7. Wagner CAT has signed documentation stating that the loader they are offering complies with all bid specifications required by Moffat County. Power Equipment does not meet some of the specifications and is very hard to determine about others with the documents they have supplied.
8. Wagner CAT of Hayden is a local business that employs many Moffat County residents. they support Moffat County businesses and regularly contribute goods and equipment to Moffat County public events.