

AGREEMENT

THIS AGREEMENT is made, entered into, and effective December 10, 2025, between the Alamosa County Public Health Department (hereinafter referred to as “Department”) and Emily AE Brown (hereinafter referred to as “Facilitator”).

RECITALS

Department is responsible for, among other things, fiscal management of a Preventive Block Grant to support the San Luis Valley Public Health Partnership (hereinafter referred to as “SLVPHP”). Facilitator is responsible for facilitation of the SLVPHP. Department is willing to contract with Facilitator and Facilitator is willing to contract with Department under the terms and conditions below.

FOR THE REASONS recited above and in consideration of the mutual promises set forth below, Department and Facilitator agree as follows:

PROVISIONS

General Agreement. Upon request by Department and for the sum(s) hereinafter set forth, Facilitator agrees to provide facilitation services as specified above in the strict conformity to applicable Department policies, applicable provisions of federal, state, and local law, and the strategic plan and action plans and other duties as specified by the members of the SLVPHP. Facilitator shall notify Department when unable to provide services in conformance with strategic plans and action plans and other duties as specified by the members of the SLVPHP. If the Facilitator is unable to provide said services as requested, Department may secure said services from any other qualified person or entity as it may select.

Service Area. The geographical area in which Facilitator agrees to provide facilitation services under this Agreement shall consist of the entire San Luis Valley.

Specific Undertakings, Promises, and Assurances Made by Facilitator. Facilitator will:

- A. Meet all of the requirements to participate in and provide facilitation services including orientation, in-service education, and attendance at related meetings and conferences.
- B. Comply with the non-discrimination requirements imposed by Title VI of the Civil Rights Act of 1964 in providing facilitation services under this Agreement.
- C. Perform facilitation services including, but not limited to, the following:
 - 1) Assisting the SLVPHP in determining priorities, activities and alliances;
 - 2) Rendering the specific services set forth in any action plan as may be modified by consensus in accordance with the SLVPHP Operating Agreement;
 - 3) Planning, convening and recording activities in SLVPH meetings;

- 4) Public relations activities performed in a professional manner related to the SLVPHP on behalf of the SLVPHP; and
 - 5) Other duties as may be agreed upon by a consensus of the public health directors and in-scope of grants administered on behalf of the Department and/or the SLVPHP.
- D. Prepare, maintain, and submit written records and reports in conformity to the Department's policies and standards. Said records and reports shall remain the property of the Department and shall include, but not be limited to, reports, and records of meetings and activities.
 - E. Attend and participate in meetings and conferences concerning such topics as public health, management, chronic disease prevention, marketing and branding, communication, alliances, etc., and related in-service training sessions conducted by the SLVPHP.
 - F. Schedule visits as needed with San Luis Valley public health agency directors, county commissioners, or their designees.
 - G. Comply with all applicable federal, state, local, professional society, and Department maintained ethics and policies. Maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws relating to confidentiality including County policies concerning information technology security and the protection of confidential records and information, subject to the requirements of the Colorado Open Records Act, C.R.S. §24-72-201, et seq.
 - H. Submit an electronic invoice monthly to the Department which is to include the following information pertaining to the preceding calendar month:
 - 1) The dates on which Facilitator rendered services and the general activities performed within the invoice period;
 - 2) Mileage records, including purpose, location, and total number of miles traveled;
 - 3) Other reimbursement requests for office supplies, meeting supplies, and catering as approved by the Department's Director in accordance with grant and funding parameters; and
 - 4) Total dollar amounts due Facilitator and the address to remit payment.
 - I. Assure that the Facilitator will not receive or attempt to collect any remuneration, directly or indirectly, whether in cash or in kind, from any private or public entity other than the Department for the same services rendered.
 - J. Warrant that they are not aware of any facts that create a financial conflict of interest. If the Facilitator hereafter becomes aware of any facts that might reasonably create a conflict of interest, they shall make a full written disclosure of such facts to the Department's Director.

Facilitator retains all rights to all materials, tools, and work-products developed under this Agreement without reservation. Said materials, tools, and work products may be used in perpetuity by the Department and the SLVPH without attribution and without remuneration.

Specific Undertakings, Promises and Assurance Made by Department. Department will:

- A. Make available to Facilitator all records and information in its possession relevant for the purpose of planning for and providing facilitation services.
- B. Provide Facilitator with a copy of all applicable Department policies and any pertinent amendments thereto.
- C. Be responsible for billing grantors and/or third-party payors for all charges for the facilitation services rendered by or through Facilitator.
- D. Pay compensation and reimbursement at the following rates:
 - 1) Facilitator: \$3,350.00 per month for all activities, not to exceed funds available as determined by the Department's Director; and
 - 2) Department mileage rate for all miles traveled on behalf of the SLVPH.
- E. Remit payment to Facilitator within thirty (30) days after an invoice conforming to the specifications and time deadlines set forth in this Agreement is received by the Department.

Miscellaneous Provisions. Facilitator and Department hereby acknowledge and agree to the following provisions.

- A. Term, Renewal, and Termination of Agreement. This Agreement shall commence and be effective and binding on both parties on the date it is executed and shall remain in full force and effect until September 30, 2026, unless terminated in accordance with the provisions hereinafter set forth. This Agreement may be terminated by either party by written notice hand-delivered to the other party or mailed to the address set forth herein by first-class mail with return receipt requested. In order to ensure an orderly transition, said termination shall become effective thirty (30) days after written notice is received by the other party or thirty (30) days after the postal service makes its last attempt to deliver the same.
- B. Availability of funds. Facilitator acknowledges that the financial obligation of the Department is subject to the availability of funds which have been properly appropriated by the Alamosa County Board of County Commissioners. Failure to appropriate funds for services shall result in the termination of this Agreement.
- C. Assignment. The rights under this Agreement may not be delegated by either party to this Agreement unless said party first obtains the express written consent of the other party to said assignment and/or delegation.

D. Department Policy. Facilitator hereby acknowledges the receipt of a copy of the Department's current written policies pertaining to Facilitator status and activities related to this Agreement, and agrees as follows:

- 1) That Department may change said policies from time to time by mailing Facilitator written notice of said changes at least ten (10) days prior to their effective date; and
- 2) To conform to all current and applicable changes thereto as of their effective date.

To the extent practicable, the Department will communicate any pertinent policies and changes in policies related to Facilitator status and activities related to this Agreement for review and comment prior to their adoption by the Department.

E. Liability. Facilitator acknowledges and agrees that:

- 1) Facilitator shall be liable for any loss or injury due to gross negligence in the course of rendering services pursuant to this Agreement;
- 2) Facilitator shall therefore defend the Department from any claims or actions brought by parties who allege loss or injury as a result of Facilitator's gross negligence and hold the Department harmless and fully indemnify the Department for any costs, loss, damages, or other expenses, including, but not limited to, attorney fees incurred or suffered by the Department as a result of said gross negligence;
- 3) Facilitator shall at all times act in the capacity of independent contractor with respect to the terms and conditions of this Agreement. Facilitator is not to be considered an agent or employee of the Department for any purpose. Facilitator is not entitled to benefits that the Department provides its employees, including, but not limited to, workers' compensation benefits or unemployment insurance benefits unless Facilitator or a third party provides such coverage;
- 4) Facilitator is obligated to pay federal and state income tax on any monies earned pursuant to this agreement relationship if required by law;
- 5) Facilitator shall not represent themselves to anyone as being an employee of the Department; and
- 6) Facilitator has secured and will continue to maintain in full force and effect throughout the term of this Agreement automobile liability insurance.

F. Fraud and Abuse. It is agreed that should either party become concerned that any provision of or any activity undertaken pursuant to this Agreement may be in violation of any federal, state, or local statute, the concerned party shall give the other party written notice pursuant to this Agreement setting forth its concerns. The parties shall promptly commence and in good faith pursue discussions to resolve such concerns.

G. Notice. Unless otherwise provided herein, any written notice or communication intended for Facilitator or the Department shall be delivered personally or sent by first class mail to that party addressed as follows:

Facilitator

540 W County Rd 5N
Monte Vista, CO 81144
Emily AE Brown
~~11928 US Hwy 160~~
~~Del Norte, CO 81132~~

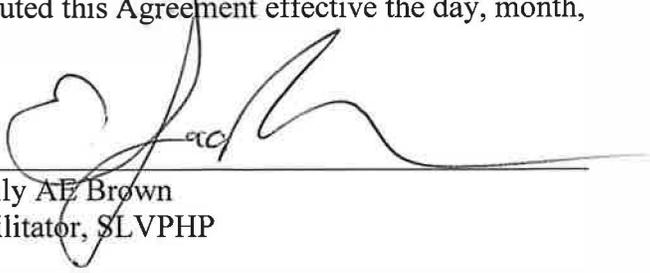
Department

Alamosa County Public Health Department
8900B Independence Way
Alamosa, CO 81101

- H. Change of Address. Any change of address shall be communicated to the other party in writing at least ten (10) days prior to the effective date of said change.
- I. Warranty. Each party represents and warrants that the execution and delivery of this Agreement have been duly authorized and the performance of said Agreement will not contravene or constitute a default under any agreement, indenture, instrument, or commitment of which they are a party or by which they are or may be bound.
- J. Entire Agreement. This Agreement constitutes the entire agreement between the parties. It supersedes any prior agreements or understandings between them, and it may not be modified or amended in any other manner other than by a writing signed by them.
- K. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which constitute but one and the same Agreement.
- L. Captions. The captions which appear at the beginning of the various sections and provisions of this Agreement have been inserted solely for ease of reference and discussion between the parties and in no way restrict, expand, or otherwise modify the text which follows them.
- M. Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day, month, and year first written above.

Vern Heersink, Chair
Board of County Commissioners of
Alamosa County, Colorado



Emily AE Brown
Facilitator, SLVPHP

