

**Huerfano County Department of Human Services  
121 W Sixth Street  
Walsenburg, CO 81089**

**This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”)** is made this 1st day of June, 2024, by and between the **Huerfano County Department of Human Services**, having its principal place of business at **121 W. Sixth St., Walsenburg, CO 81089 (“Department”)** and **Huerfano RE-1 School District**, having its principal place of business at **201 E Fifth St., Walsenburg, CO 81089** (“Contractor”).

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

**SCOPE OF AGREEMENT**

Contractor shall provide the following professional services, (**hereinafter “Services”**)

**Through a Memorandum of Understanding (MOU) as part of the Huerfano County Collaborative Management Program (CMP) signed and approved by the Interagency Oversight Group (IOG) in June 2024, the Huerfano RE-1 School District agrees to employ Truancy Family Support Coordinators as outlined in the attached proposal.**

Contractor shall commence, perform, and complete such Services and receive contract pay by the **Department** for such services in the following manner:

**The Contractor will be paid for the services as described in the proposal. The Department will reimburse for salary and benefits for the Truancy Prevention Coordinators not to exceed \$13,000.**

Department is engaged in providing human services and wishes to enter into this agreement with Contractor in order to provide these Services.

**TERM**

The term of this agreement shall commence on June 1, 2024, and shall continue until May 31, 2025. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Department or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

**INTENT OF THE PARTIES**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Department, and that:

- a. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DEPARTMENT.**

b. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTOR.

c. Contractor does not have the authority to act for the Department, or to bind the Department in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Department. Contractor is not an agent of the Department, and will not hold itself out to the public as an agent of the Department.

d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

e. Department will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.

f. Neither Contractor, nor its employees, will receive benefits of any type from the Department.

g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the Department.

h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.

i. Contractor will not combine its business operations in any way with the Department's business operations, and each party shall maintain their operations as separate and distinct.

#### **CONTRACTOR RESPONSIBILITIES**

In addition to all other obligations contained herein, Contractor agrees:

a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.

b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Department.

c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

#### **CONTRACT PAYMENT**

##### **a. Payment**

For the satisfactory performance of the Services hereunder, Department shall pay Contractor **the fixed rate not to exceed \$13,000 during the contract year to be paid within 30 days after receipt of**

**Contractor's invoice.** Department shall have no obligation to make any payments until such time as Department accepts performance as satisfactory. **All payments under this contract will be made to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.** Contractor acknowledges the contract pay was negotiated or bid by Contractor.

**b. Invoices**

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed and include notes specific to clients for monthly sessions. Invoices are due by the 5<sup>th</sup> of the month following the month in which services are delivered.

**INSURANCE**

a. No later than seven days after execution of this Agreement, Contractor shall provide Department with certificates of insurance evidencing the types and amounts specified below:

1. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.

2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices.

3. Automobile liability insurance *only in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services.* Contractor shall carry insurance, insuring all owned and non-owned automobiles.

b. Insurance coverage shall not be reduced below the limits described above or canceled without Department's written approval of such reduction or cancellation.

c. Contractor shall require that any of its agents and/or subcontractors who enter upon the Department's premises shall maintain like insurance. Certificates of such insurance shall be provided to Department upon request.

d. With regard to all insurance, such insurance shall:

1. Be primary insurance to the full limits of liability herein before stated and should Department have other valid insurance, Department insurance shall be excess insurance only.

2. Not be canceled without thirty (30) days prior written notice to Department.

## **NOTICE**

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

- a. Notices to Department shall be addressed to:**  
Heather Wellman, PhD  
Director  
Huerfano County Department of Human Services  
121 W. Sixth St  
Walsenburg, CO 81089
  
- b. Notices to Contractor shall be addressed to:**  
Michael Moore  
Superintendent  
Huerfano RE-1 School District  
201 E Fifth St.  
Walsenburg, CO 81089

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

## **TERMINATION**

Neither Department nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

## **GENERAL TERMS AND CONDITIONS**

### **a. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

**b. Severability**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

**c. Nonexclusive Nature**

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the Department. Department makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

**d. Governing Law**

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

**e. Entire Agreement, Amendments, and Modification**

This Agreement constitutes the entire Agreement between Department and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

**f. Confidentiality [if Contractor will have access to confidential information]**

Contractor may have access to Department's Confidential Information, which includes: all non-public information concerning or arising from Department's business, client lists and notes, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Department unless specified with a release of information signed by the client.

**g. Assignability**

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this INDEPENDENT CONTRACTOR AGREEMENT as of the date first stated above.

**DEPARTMENT**

**Heather Wellman, PhD, Director  
Huerfano County Department  
Of Human Services  
121 W. Sixth St.  
Walsenburg, CO 81089**

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**Heather Wellman, PhD, Director**

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**Date**

**HUERFANO BOARD OF  
COUNTY COMMISSIONERS**

**John Galusha  
Board Chair  
Huerfano Board of County  
Commissioners  
401 Main St.  
Walsenburg, CO 81089**

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**John Galusha, Board Chair**

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**Date**

**CONTRACTOR**

**Michael Moore  
Superintendent  
Huerfano RE-1 School District  
201 E Fifth St.  
Walsenburg, CO 81089**

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**Michael Moore, Superintendent**

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**Date**