1 - 20210518agd

2 - Schedule

3a - Application_Contract to Gerber Lfe Insurance Co.

3b - Contractor Agreemt, Omni Institute_Bridges Out of Poverty Training Svcs

3c - Letter of Support, Gunnison Conservation District to Nat Fish_Wildlife Foundation

3d - Ratification of Correspondence, Community Foundation of GV

3e - Letter of Support, White River Natl forest Acquisition

3f - Ratification of Signature_Amended Grant_CDPHE and GCDHHS

3g - Letter of Support, Forest Restoration_Wildfire Risk Mitigation Grant App_NFF

3h - Contract, State of CO DHS, GCSheriffs Dept_Substance Abuse, Mental Health Services in Jail

3i - Contract_CDHS and Equifax_Verification Services

3j - Contract Agreement_Kit Carson Tiling LLC

4b - Cash Transfer Report - April 2021

4c - Sales Tax_LMD Tax Reports

5 - Treasurers Report - April 2021

6 - Revised Resolution, Length_Weight Limits on CR no_12

7 - Resolution_REV_CR 3 Vehicle Restrictions

8 - Townhome Plat and Declaration; Back Nine Condominiums

9 - Request for Golf Villas Condominium Replat

10 - Grant App, Colorado Parks_Wildlife_Regional Partnership Initiative

11 - Letter of Support for Marble Stewardship Coalition, Roaring Fork Outdoor Volunteers

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, May 18, 2021**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE)**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am
- Call to Order; Agenda Review
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Application and Contract Schedule; Gerber Life Insurance Company; Excess Loss Insurance; Specific Deductible per person - $50,000; 1/1/2021 to 12/31/2021
  2. Contractor Agreement; Omni Institute; Bridges Out of Poverty Training Services; 4/28/2021 thru 6/30/2021; not to exceed $2,842.50
  3. Letter of Support for Funding a Conservation Technician / Wildlife Biologist, District Manager; Conservation Partners Program Grant Review Team, National Fish and Wildlife Foundation; Gunnison Conservation District
  4. Ratification of Correspondence; Community Foundation of the Gunnison Valley (CFGV); Support for Pilot Program Collaboration; Habitat for Humanity of Gunnison Valley (HfHGV) and Colharbour Institue (CI)
  5. Letter of Support; White River National Forest Acquisition of 48.5-Acre Parcel Adjacent to the Town of Marble
  6. Ratification of Signature; Amended Grant Agreement; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Department of Health and Human Services; 7/1/2021 to 6/30/2022; $222,342
  7. Letter of Support; Forest Restoration & Wildfire Risk Mitigation Grant Application; Colorado State Forest Service; National Forest Foundation
  8. Service Agreement; Colorado Department of Human Services; Gunnison County Sheriff's Department; For Substance Abuse and Mental Health Treatment in the Gunnison County Jail; 7/1/2021 to 6/30/2022; $115,000
  9. Contract Agreement; State of Colorado Department of Human Services; TALX Corporation; For Equifax Verification Services; 6/1/2021 to 5/31/2022; $849.62
  10. Contractor Agreement; Kit Carson Tiling LLC; Ceramic Tile Installation; $13,805

8:35 am
- Vouchers and Transfers
  1. Accounts Payable Report – May 2021
  2. Cash Transfer Report - April 2021
  3. Sales Tax and Local Marketing District Tax Reports - March 2021
  4. Purchase Card Report – February 2021
- Treasurer's Report – April 2021

8:40 am
- County Manager's Reports

8:45 am
- Deputy County Manager's Reports and Project Updates:

8:55 am
- Revised Resolution; A Resolution Authorizing Temporary Weight and Length Restrictions for a Portion of County Road 12 Also Known as Kebler Pass Road

9:05 am
- Revised Resolution; A Resolution Repealing Resolution No. 18-14 and Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3

9:25 am
- Townhome Plat and Declaration; Back Nine Condominiums

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

9:30 am
- Request for Golf Villas Condominium Replat; Skyland Development Partners, LLC; LUC-21-0010

9:35 am
- Grant Application; Letter of Support for Membership and Funding; Colorado Parks & Wildlife; Sustainable Tourism and Outdoor Recreation Committee (STOR); Join Regional Partnership Initiative (RPI); $94,000; $10,000 matching funds through National Forest Foundation

9:40 am
- Letter of Support to build capacity for the Marble Stewardship Coalition; Colorado Parks & Wildlife; Roaring Fork Outdoor Volunteers (RFOV); Join Regional Partnership Initiative (RPI)

9:45 am
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

10:00 am
- Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for the purpose of receiving attorney-client privileged legal advice, developing strategy for negotiations and instructing negotiators, and determining positions relative to matters that may be subject to negotiations related to a property interest located in Gunnison County.

10:15 am
- Executive Session, pursuant to C.R.S. §24-6-402 (4)(b), conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions regarding COVID-19 vaccination policies and procedures.
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/meetings prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting
https://us02web.zoom.us/j/88336680665?pwd=MVhiUzlBZnRrNjdma0JoUllXUzRaUT09

Meeting ID: 883 3668 0665
Passcode: 149941
One tap mobile
+16699006833,,88336680665#,,,,*149941# US (San Jose)
+12532158782,,88336680665#,,,,*149941# US (Tacoma)

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

May 14, 2021 – July 15, 2021

As of 5/14/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
   May 18, 2021, All Day @ BOCC Boardroom
   More Details

2. **BOCC Work Session**
   May 25, 2021, All Day @ BOCC Boardroom
   More Details

3. **BOCC Regular Meeting**
   June 1, 2021, All Day @ BOCC Boardroom
   More Details

4. **Mayors & Managers Meeting - Hosted by Western Colorado University**
   June 3, 2021, 12:00 PM - 1:30 PM
   More Details

5. **BOCC Work Session (CANCELED)**
   June 8, 2021, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting**
   June 15, 2021, All Day @ BOCC Boardroom
   More Details

7. **BOCC Work Session & Special Meeting**
   June 22, 2021, All Day @ BOCC Boardroom
   More Details

8. **Mayors & Managers Meeting - Hosted by Town of Pitkin**
   July 1, 2021, 12:00 PM - 1:30 PM
   More Details

9. **BOCC Regular Meeting**
   July 6, 2021, All Day @ BOCC Boardroom
   More Details

10. **BOCC Work Session**
    July 13, 2021, All Day @ BOCC Boardroom
    More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   June 15, 2021, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Memorial Day - Offices Closed**
   May 31, 2021, All Day
   More Details

2. **Holiday – Independence Day (observed) – Offices Closed**
   July 13, 2021, All Day @ BOCC Boardroom
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Application and Contract; Gerber Life Insurance Co

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County, Colorado & Gerber Life Insurance Company

Term Begins: 01/01/2021 **Term Ends:** 12/31/2021 **Grant Contract #:**

Summary:

Application and Schedule for Excess Loss Insurance (Stop Loss) Contract for Plan Year 2021

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
The contract is for our annual Stop Loss insurance renewal for Plan Year 2021. It was effective 01/01/2021 but Gerber, the underwriter for our stop loss insurance administered by Vista was delayed in completing the actual document – of no fault from the County. The County accepted the Vista $50,000 deductible renewal quote.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/30/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/5/2021 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/7/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County
Partially Self Funded Option RBP

	VISTA CURRENT	VISTA RENEWAL	VISTA OPTION
Specific Stop Loss	**$50,000**	**$50,000**	**$60,000**
Specific Contract	**24/12**	**24/12**	**24/12**
Aggregate Contract	**24/12**	**24/12**	**24/12**
Insurance Premiums			
Specific Stop Loss	$222,784	$303,389	$268,898
Aggregate Stop Loss	$12,361	$8,942	$11,113
Administrative Costs	$0	$0	$0
TOTAL FIXED COST	**$235,145**	**$312,332**	**$280,011**
Claims Liability			
Expected	$1,229,986	$2,028,534	$2,004,653
Aggregating Specific	$40,000	$40,000	$40,000
Maximum	$1,475,984	$2,434,241	$2,505,816
EXPECTED PLAN COST	**$1,465,131**	**$2,340,866**	**$2,284,664**
MAXIMUM PLAN COST	**$1,751,128**	**$2,786,573**	**$2,825,827**

Notes and Assumptions:

1. All figures assume retention of the existing plan of benefits.
2. All figures assume 79 Single, 22 Employee/Spouse, 11 Employee/Child(ren) and 23 Family Participants (**Total = 135**).
3. Claims Liability includes: Medical & Rx
4. Includes lasers of $100K on MB, $140K on JC, $125K on BD, $125K on JG, $350K on LN, $150K on MO, $250K on EP, $125K on CR, $85K on MR, and $200K on MT.
6. Final rates subject to approval of Disclosure Form

APPLICATION AND SCHEDULE FOR
EXCESS LOSS INSURANCE

GERBER LIFE INSURANCE COMPANY
WHITE PLAINS, NY 10605

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Contract Number: GL-0104-VU

2. Contractholder: Gunnison County

3. Address: 200 East Virginia Avenue

   City: Gunnison State: CO Zip Code: 81230

4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):
   N/A

5. Name and Address of Designated Third Party Administrator:

Group & Pension Administrators Park Central 8, 12770 Merit Drive, Suite 200 Dallas, TX 75251

6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

   79 Singles, 22 Employee plus Spouse, 11 Employee plus Child(ren), and 23 Families (or) 135 Composite

6. (a) Eligible employees: 79 Singles, 22 Employee plus Spouse, 11 Employee plus Child(ren), and 23 Families (or) 135 Composite

7. **GENERAL SCHEDULE OPTIONS:**

(a) Contract Period 01/01/2021 to 12/31/2021
Effective date Termination date

(b) *Disabled Persons [X] are [ ] are not covered.
*Retired Employees [ ] are [X] are not covered.
* Cobra Continuees [X] are [ ] are not covered
*(required to be disclosed)

(c) Aggregate Benefit [X] Yes [ ] No
Benefit Period: Employee Benefit Plan expenses must be
Incurred from 01/01/2020 through 12/31/2021 , and
Paid from 01/01/2021 through 12/31/2021 .
Claims Incurred prior to the Contract Effective Date are limited to: $ N/A
Claims Paid after the end of the Contract Period are limited to: $ N/A

7. **GENERAL OPTIONS: (Continued)**

Aggregate eligible expenses include:

[X]	Medical	[X]	Prescription Card Service
[ ]	Dental Care	[ ]	Weekly Disability Income
[ ]	Vision Care	[ ]	Other _____

Aggregate Monthly Factor per single Employee:	$ 961.20
Employee plus Spouse:	$ 1,914.72
Employee plus Child(ren):	$ 1,694.61
Family:	$ 2,875.92
Composite:	$ N/A
Aggregate Payable Percentage (excess of Deductible):	100%
Maximum Eligible Claim Expense Per Covered Person:	$ 50,000
Minimum Aggregate Deductible:	$ 2,434,146
Maximum Aggregate Benefit (excess of Deductible):	$ 1,000,000

Optional Benefits [ ] Yes [X] No

(d) Specific Benefit [X] Yes [ ] No

Medical only [ ] Medical & Prescription Drug only [X]

Benefit Period: Employee Benefit Plan expenses must be

Incurred from 01/01/2020 through 12/31/2021 , and

Paid from 01/01/2021 through 12/31/2021 .

Claims Incurred prior to the Contract Effective Date are limited to $ N/A

Claims Paid after the end of the Contract Period are limited to $ N/A

Specific Deductible (per person): $ 50,000

Specific Payable Percentage (excess of Deductible): 100%

Maximum Specific Benefit per person in excess of Specific Deductible: $ Unlimited

Aggregating Specific Deductible $ 40,000

Optional Benefits

i. Advance Funding for Specific Excess Loss [X] Yes [ ] No

The Specific Deductible and Maximum Specific Benefit (per person in excess of Specific Deductible) for the following individual(s) is as shown below:

Name	Jennifer Chavez	Specific Deductible	$140,000	Maximum Benefit	Unlimited
Name	Jeffery Guy	Specific Deductible	$125,000	Maximum Benefit	Unlimited
Name	Elena Pedersen	Specific Deductible	$250,000	Maximum Benefit	Unlimited
Name	Mark Templeton	Specific Deductible	$200,000	Maximum Benefit	Unlimited
Name	Midge Barton	Specific Deductible	$100,000	Maximum Benefit	Unlimited
Name	Bohdi Dix	Specific Deductible	$125,000	Maximum Benefit	Unlimited
Name	Linda Nienheuser	Specific Deductible	$350,000	Maximum Benefit	Unlimited
Name	Melissa Oliver	Specific Deductible	$150,000	Maximum Benefit	Unlimited
Name	Christopher Reilly	Specific Deductible	$125,000	Maximum Benefit	Unlimited
Name	Melody Roper	Specific Deductible	$85,000	Maximum Benefit	Unlimited

8. **PREMIUMS:**

(a) Aggregate Premium

Premium Per Month Per Unit	$ 5.52
Minimum Annual Aggregate Premium	$ N/A

Monthly Aggregate Accommodation

Premium Per Month Per Unit	$ N/A
Annual Premium in Advance:	$ N/A

Aggregate Terminal Liability

Blended Aggregate Terminal Liability

Premium Per Month Per Unit:	$ N/A

(b) Specific Premium

Premium Per Month Per: Single Employee	$ 121.95
Employee plus Spouse:	$ 237.02
Employee plus Child(ren):	$ 210.45
Family:	$ 353.00
Composite:	$ N/A
Minimum Monthly Specific Premium:	$ N/A
Minimum Annual Specific Premium:	$ N/A
Advance Funding for Specific Excess Loss	$ N/A
Specific Terminal Liability	$ N/A

9. **SPECIAL RISK LIMITATIONS:**

Specific:

a) This policy assumes Elena Pedersen is no longer on the plan.

b) Melissa Oliver will have a specific deductible of $150,000 should she start chemotherapy, radiation or have additional surgery.

c) Lori Wilcox will be on a 12/12 contract basis.

d) This policy reflects that the self-funded plan is secondary to the groups fully insured transplant policy and is subject to all of the terms and conditions related to eligibility and coverage included in the transplant policy. Consequently, solid organ, tissue, stem cell and or bone marrow transplant charges will not be covered under this stop loss policy until all benefits are exhausted under the existing fully insured transplant policy.

e) This policy is based on the assumption that this group qualifies under Federal/State law as a single employer eligible to self-fund the employee benefits. Only eligible employees and their dependents (spouses and children only) are covered. It is also warranted that this program will be governed by all applicable United States Federal and State laws.

f) This policy is based on Referenced Based Pricing with 120% of Medicare with GPA utilizing ELAP with vendor fees of 12% of billed charges. To bind coverage, a copy of the plan document language must be submitted and accepted by Vista Underwriting Partners.

ELAP Services Claims Review & Audit Program

1. Specific stop loss coverage applies to all medical and drug expenses, including all mental health and substance abuse claims, covered under the self-insured health and welfare plans ("Plans"). All benefits paid under the Plans must accumulate to specific stop loss limits without any limitations or exclusions. The specific stop loss maximum(s) must be consistent with the underlying Plan(s).
2. Reimbursement of ELAP Fees to Self-Funded Health Plans
   a. Following the meeting of the employer's deductible for all medical claims, ELAP's fees are covered by stop loss insurance as part of an eligible claim and reimbursed as part of the standard Stop Loss payment process(both Specific Coverage and Aggregate Coverage Stop Loss), without limitation;
   b. ELAP fees to the Plans will not exceed 12% of billed charges for health care services.
3. Premium
   a. Premium factors charged to Plans will be equal to or below the pricing offered for any other competing quotes issued on the same prospect/client Plan that utilizes a traditional PPO, unless the adjustment is supported by actuarial data.
4. Extended Contract
   a. The Stop Loss contract will remain "open" for one full year after the end of the contract period and the carrier will allow reimbursement for any settlement that occurs during this extended period;
   b. This extended period is only applicable for claims that are settled through the normal ELAP Claims Review and Audit Program management process.

5. Single Patient Contracts
    a. Any Single Patient Contract ("SPC") with a medical provider or other ELAP negotiated settlement of claims will be honored and reimbursed as part of the standard Stop Loss reimbursement payment process
    b. Any SPC or claims settlement expected to be in excess of one hundred thousand ($100,000) dollars will be disclosed by ELAP to the carrier for consideration prior to implementation.
6. High Cost Treatments
    a. Either because of the difficulty in locating services or because of the existence of a better alternative program, certain health care services, such as cancer treatment, specialty drug therapy and high cost radiology may be covered under a PPO-like contract between the Plan and medical provider;
    b. Any PPO-like arrangements between the Plan and medical provider will be disclosed for consideration prior to implementation.
7. Transplant Program
   If a prospect/client Plan implements a separate transplant program, the separate policy will be treated on a coordination basis and not on a carve-out basis;
    a. If there is not a transplant program in place, any health care service agreements between the Plan participant and the medical provider will be treated as an SPC pursuant to Paragraph 4, above.
    b. Any transplant programs will be disclosed for consideration prior to implementation.
8. Direct Contracts
    a. Claims will be paid in conjunction with an ELAP-negotiated direct contract with a medical provider as part of the standard Stop Loss reimbursement payment process;
    b. Any direct contracts will be disclosed for consideration prior to implementation.
9. Prior to entering into an agreement with ELAP, carrier shall disclose to ELAP all relevant and applicable company policies, contingencies and/or local, state or federal restrictions, prohibitions, disclosure requirements for stop loss coverages.
10. Confidentiality. Carrier expressly agrees that the terms of this document and any final policies and/or agreements represent confidential and proprietary information which may not be disclosed without the prior written consent of ELAP.

Aggregate:

1. The Aggregating Specific Deductible is not eligible for accumulation towards the aggregate coverage.

2. For lasered claimants, any amount above the group retention level (Specific Deductible) is not eligible for accumulation towards the aggregate coverage.

3. A complete 12 month aggregate report is required at the conclusion of the prior policy period. Recalculation of aggregate factors will be required retroactive to the effective date if it is determined that the average of the last two (2) months of aggregate claims exceed the average of the first ten (10) months by 10% or more.

10. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

(a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
(b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
(c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
(d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
    (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
    (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
(e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Insured.
(f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
(g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
(h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
(i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

11. **IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

(j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
(k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
(l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Fraud Warning Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

Dated at _____ this _____ Day of _____, 20 _____

_____ _____

Signed Licensed Agent *Print Licensed Agent Name*

_____ _____

Agent Tax ID Agent License Number and Issuing State

Dated at _____ this _____ Day of _____, 20 _____

_____ _____

Signed for the Applicant/Policyholder *Printed Name and Title*

ACCEPTANCE

Dated at _____ this _____ Day of _____, 20 ____

_____ Nicholas C. Milligan, Managing Director

Accepted on behalf of the Company By *Print Name and Title*

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

COFRAUD

Gerber Life Insurance Company, White Plains, New York agrees to pay Excess Loss Insurance benefits to the Contractholder listed in the Schedule of Excess Loss Insurance based on the provisions of this Contract.

READ YOUR CONTRACT CAREFULLY

This Contract is legally binding between the Contractholder and Gerber Life Insurance Company (Company or We, Us and Our), based on the consideration for this Contract, and reliance on the Application, the Riders, Disclosure Statement, a copy of the Employee Benefit Plan presently in effect, provided to the Company, and the payment of premiums as provided hereinafter.

AGREEMENT

The Company will pay the Aggregate and/or Specific Benefits provided in this Contract, subject to the conditions, limitations and exclusions of this Contract.

The Contractholder agrees to pay premiums when due and to comply with the Contract provisions.

This Contract takes effect on the first day of the Contract Period shown in the Schedule, and terminates at the end of the Contract Period shown in the Schedule. All periods indicated in the Contract begin and end at 12:01 A.M. standard time at the Contractholder's office.

This Contract Form is governed by the laws of the state in which it is issued.

IN WITNESS WHEREOF, Gerber Life Insurance Company has caused this Contract to be executed by its President and Secretary at White Plains, New York.

Signed by the Company:

President and CEO

Secretary

Contract Providing Excess Loss Insurance

Nonparticipating

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue
WHITE PLAINS, NY 10605
Table of Contents

Application and Schedule

I. Definitions

II. Benefits

III. Limitations

IV. Reimbursement Provisions

V. Contract Termination

VI. Miscellaneous Provisions

1. DEFINITIONS

As used in this Contract, the following definitions shall be applicable:

Agent means the Contractholder's representative, including but not limited to its Designated Agent, Broker, or Third Party Administrator (TPA). Such Agent is at all times acting on behalf of the Contractholder and not on behalf of the Company.

Aggregate Benefit means the amount that the Company agrees to pay the Contractholder after the end of the Benefit Period for eligible claims Paid by the Contractholder as set forth in the Schedule and pursuant to the terms, conditions and limitations of the Contract.

Aggregate Deductible Per Month means the Aggregate Monthly Factor shown in the Schedule multiplied by the Number of Covered Units per Contract Month.

Aggregate Deductible means the sum of each Aggregate Deductible Per Month for each month during the Contract Period or fraction thereof.

Aggregating Specific Deductible is a deductible applied in addition to the Specific Deductible. At the start of the Contract Period, Eligible Claims Payments in excess of the Specific Deductible for each Covered Person who has met the Specific Deductible will be added together until the cumulative total equals the Aggregating Specific Deductible amount shown in the Schedule of Excess Loss Insurance. A Specific excess reimbursement is not paid until the Aggregating Specific Deductible has been satisfied.

Application means the Application and Schedule for excess loss insurance submitted by the Contractholder to the Company and accepted by the Company in connection with the issuance of this Contract.

Benefit Period, as shown in the Schedule, identifies the dates during which Employee Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement under this Contract.

COBRA Continuee is a Covered Unit which elects to extend its group health coverage under the Employee Benefit Plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Contract means the entire agreement between the Contractholder and the Company, specifically including the Contract Application and Schedule, the Contract form, the Contract Riders, Disclosure Statement, and any Contract Addenda.

Contract Month means a period measured from the effective date of this Contract, while this Contract is in force. Each new Contract Month will begin on a day which corresponds to the effective date. If there is no such day in any applicable month, then the last day of the month will be used.

Contract Period is stated in the Schedule.

Contractholder, referred to in this Contract as You or Your, is named in the Schedule.

Covered Person refers to each person, individually, who is a Covered Unit, or, in the case of a dependent, a member of a Covered Unit. In no event will coverage for a dependent become

effective before the effective date of coverage of a plan participant under the Employee Benefit Plan.

Covered Unit for purposes of calculation of the premiums and the Aggregate Deductible Per Month, means a plan participant, a plan participant with dependents, or such other defined unit as agreed upon between the Company and the Contractholder, provided such plan participant, dependents or such other defined unit is covered under the Employee Benefit Plan. The Company reserves the right to verify eligibility of each Covered Unit.

Disabled Person is a plan participant who is absent from work and/or on leave due to her or her medical condition, or in the case of a dependent or Cobra Continuees, is by disability unable to perform his or her normal functions of a person of like sex and age on the effective date of this Contract or the date such person becomes eligible for coverage under the Employee Benefit Plan.

Disclosure Statement means the disclosure statement submitted by the Contractholder to the Company and accepted by the Company in connection with the issuance of this Contract.

Eligible Claims Payments means expenses eligible for reimbursement that are the lesser of the Reasonable and Customary charges, and amounts paid, for Medically Necessary services and supplies provided to a Covered Person, that are:

1. listed and described in the express terms and conditions of the Plan Document submitted to The Company on this Contract's Effective Date or as amended during the Incurred Benefit Period only if We have agreed to the Amendment's terms in writing and the expense was Incurred on or after the effective date of the Amendment; and
2. Incurred and Paid during the Benefit Period shown in the Contract Schedule; and
3. not otherwise excluded under the terms of the Plan Document or this Contract.

We do not incorporate the decisions of the Plan or defer to benefit determinations by the Plan. We reserve the right to interpret the terms and conditions of the Plan as it applies to this Policy. Only We have the right to deny or reimburse losses under this Policy without deference to the determinations by the Plan.

Employee Benefit Plan means the master plan document which (a) You have provided to Us, (b) is in effect on the effective date of this Policy and (c) governs the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. Employee Benefit Plan does not include:

1. any Employee Handbooks, Employee Policies or other such documents; or
2. any changes You make to your Plan after the effective date unless they have been submitted to and accepted by Us in writing; or
3. any Plan or portion of any Plan providing for any Health Reimbursement Arrangements, Health Savings Accounts or other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) used solely to pay deductibles, co-payments and expenses not covered by Your Plan but enumerated in IRC Section 213(d).

Experimental or Investigational means *{either 1 or 2 below}*

any treatment, procedure, service, supply or drug, which: (1) is not accepted as standard medical treatment for the illness, disease or injury being treated by physicians practicing the suitable medical specialty; (2) is the subject of scientific or medical research or study to determine the item's effectiveness and safety, including Phase I, II or III clinical trials; (3) has not been granted, at the time services were rendered, any required approval by a federal or

state governmental agency, including, but not limited to the Federal Department of Health and Human Services, Food and Drug Administration, or any comparable state governmental agency, and the Federal Health Care Finance Administration as approved for reimbursement under Medicare Title XVIII; or (4) is performed subject to the Covered Person's informed consent under a treatment protocol that explains the treatment or procedure as being conducted under a human subject study or experiment. *Or*

any treatment, procedure, service, supply or drug meeting the definition of Experimental or Investigational contained in Your Employee Benefit Plan.

Incurred refers to the date on which a covered medical service was rendered, the date disability benefit payments become due, or a covered medical purchase was made for a Covered Person under the Employee Benefit Plan.

Late Entrant means an individual who does not elect coverage under Your Employee Benefit Plan when he first meets its eligibility requirements, subsequently makes written application, is accepted and becomes enrolled. Late Entrant does not include an individual who first makes written application as a result of a Qualifying Event or who enrolls during any subsequent open enrollment period offered by Your Employee Benefit Plan.

Maximum Aggregate Benefit means the amount set forth in the Schedule as the maximum total Aggregate Benefit payable under the terms, conditions and limitations of this Contract during the Contract Period.

Maximum Eligible Claim Expense Per Person, as it relates to aggregate coverage, means the maximum dollar value of claims Paid on any one Covered Person that can apply toward satisfaction of an Aggregate Deductible, or that can apply toward the calculation of the Aggregate Benefit for a Contract Period.

Maximum Specific Benefit means the amount set forth in the Schedule that is the maximum total Specific Benefit payable under the terms, conditions and limitations of this Contract during the period an individual is a Covered Person under the Employee Benefit Plan, regardless of the number of years the Covered Person is eligible under the Employee Benefit Plan and regardless of whether expenses for this Covered Person were Incurred and Paid during this Contract Period. The Maximum Specific Benefits always excludes the Specific Deductible. In the context of the definition of Maximum Specific Benefit, references to Employee Benefit Plan include all predecessors and successors of the particular plan in effect on the Contract's effective date.

Medically Necessary; Medical Necessity means *either (1) or (2) below.*

1. Care, services or supplies, provided by or at the direction of a Physician that
   (a) are needed to restore function and prevent deterioration of the Covered Person's health,
   (b) are commonly recognized by the medical profession appropriate care for control or cure of the illness or injury being treated, by physicians practicing in the same or related specialty, and
   (c) are within accepted standards of medical practice for the Covered Person's injury or sickness, and are not otherwise excluded under the terms of this Policy.
   Medically Necessary or Medical Necessity does not include any services or supplies that are:
   a. provided only as a convenience to the Covered Person or to his Physician;
   b. exceed the scope, duration or intensity or the level of care needed to provide safe, adequate and appropriate diagnosis and treatment; *or*

c. do not otherwise meet the definition of Covered Expenses contained in this Policy *or*

2 Care, services or supplies that meet the Plan Document's definition of Medical Necessity, but only if We have agreed to accept that definition in writing and on or before the Effective Date of this contract..

Minimum Aggregate Deductible means the lowest possible Aggregate Deductible applicable to the Contract Period or fraction thereof. This amount is set forth in the Schedule.

Number of Covered Units means the total number of Covered Units existing in any Contract Month. It represents individual employees and employees plus their families.

Paid means that funds are actually disbursed by the Contractholder or his Agent. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or his health care provider. Payment will be deemed Paid on the date that both (1) the payor directly tenders payment by mailing (or otherwise delivering) a draft or check to a Covered Person or his health care provider, and (2) the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored. If the account upon which the payment is drawn is funded by a separate account or line of credit or "sweep" account, then the funding account must contain sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn. Authorization for release of funds by the Contractholder or its Agent does not meet the definition of Paid under this Contract.

Payable Percentage means the percentage payable as shown in the Schedule. The calculation of Specific Benefits may be subject to a different Payable Percentage than the calculation of Aggregate Benefits.

Proof of Loss is the form accepted by the Company to be used for the submission of claims as well as the supporting documentation reasonably necessary for the Company's independent evaluation of the legitimacy and extent of the claim. Claims for expenses not specifically identified in previously submitted Proofs of Loss must be accompanied by separate Proofs of Loss.

Reasonable and Customary Charge means the common charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. A geographic area shall mean an area in which the applicable health care provider is located, expanded such that a reasonable cross section for comparison is achieved. Reasonable and Customary Charges are determined based upon:

1. the amount of resources expended to deliver the treatment; and
2. the complexity of the treatment rendered; and
3. charging protocols and billing practices generally accepted by the medical community including but not limited to providers of similar service, health benefit providers, claims processors, and the Centers for Medicare & Medicaid Services ("CMS"); and
4. the amounts the health care providers in the applicable geographic area are paid for the same or comparable service or supply, after discounts under governmental and private plans.

If the Plan has a contracted fee arrangement with certain health care providers, Reasonable and Customary shall mean the lesser of the applicable fee as defined in that fee arrangement contract and the amount determined by applying the definition of "Reasonable and Customary" above.

Schedule means the Application and Schedule for Excess Loss Insurance.

Specific Benefit means the amount the Company will pay to the Contractholder for Eligible Claims Paid by the Contractholder over and above the Contractholder's Specific Deductible Per Person and any unsatisfied portion of any applicable Aggregating Specific Deductible, and pursuant to the terms, conditions and limitations of the Contract.

Specific Deductible means the per-Covered Person deductible as shown in the Schedule.

II. BENEFITS

The Company will pay, subject to the terms, conditions and limitations of the Contract, the following benefits, if shown in the Schedule, to the Contractholder within a reasonable time upon receipt of a fully executed Proof of Loss:

1. Aggregate

The Aggregate Benefit for the Contract Period, or fraction thereof, is the total of the Eligible Claim Payments, on an Incurred and Paid basis as shown in the Aggregate Benefit Period of the Schedule:

a. less the Aggregate Deductible or Minimum Aggregate Deductible, whichever is greater; and
b. less the amount of the claims Paid by the Contractholder in excess of the Maximum Eligible Claim Expense Per Person as shown in the Schedule; and
c. less the Specific Excess Loss benefits which have been or will be reimbursed by Us under the Specific Excess Loss Coverage; and
d. less any amounts recovered from other sources;
e. multiplied by the Aggregate Payable Percentage.

Aggregate Benefits are not payable until after the end of the Paid Benefit Period shown in the Aggregate Benefit Period of the Schedule.

If this Contract should terminate prior to the end of the Contract Period, the Aggregate Deductible will be deemed not satisfied and the Company will not be liable for any Aggregate Benefit.

In no event will the Aggregate Benefit exceed the Maximum Aggregate Benefit shown in the Schedule.

2. Specific

The Specific Benefit with regard to each Covered Person, is the total of the Eligible Claim Payments, on an Incurred and Paid basis as shown in the Specific Benefit Period of the Schedule:

a. less the Specific Deductible; and
b. less any unsatisfied portion of any applicable Aggregating Specific Deductible; and
c. less amounts recovered from other sources;
d. amounts for which a claimant is eligible from Medicare or could have received if the claimant had applied to Medicare;
e. multiplied by the Specific Payable Percentage.

The Contractholder shall not be entitled to any Specific Benefit unless and until the Contractholder has actually Paid the full amount of the Specific Deductible as set forth in the Schedule for the Covered Person(s) for which the Specific Benefit is sought. The Contractholder shall only be entitled to a Specific Benefit up to the amount actually Paid by Contractholder over and above the Specific Deductible.

In the event Eligible Claims Payments are Paid for a Covered Person due to a reversal by an Independent Review Organization (IRO) of a previous denial of such Eligible Claims Payments, and such Eligible Claims Payments are then Paid after the last Paid date provided in the

Contract Period, the Contract Period to pay such Eligible Claims Payments will be extended for a period not to exceed three months from the last Paid date, provided:

a. the Employee Benefit Plan is a non-grandfathered plan and the Company was advised of the non-grandfathered status during the underwriting of the Contract;
b. The Company is advised that the claim for benefits under the Employee Benefit Plan has been submitted to the IRO within ten days of the claim being submitted to the IRO;
c. the Employee Benefit Plan pays the claim within ten days of the Employee Benefit Plan's receipt of the decision;
d. the Company is advised of the IRO decision prior to payment of the claim;
e. all information necessary to determine the eligibility of the claim under the Contract is submitted to the Company within thirty days of payment of the claim; and
f. such Eligible Claims Payments are not eligible under any other coverage.

When Eligible Claims Payments are Paid pursuant to the above terms and conditions, such Eligible Claims Payments will be allocated to the Contract Period in which they were Incurred and will be excluded from any other Contract Period.

If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Specific Benefits for expenses Incurred or Paid by the Contractholder after the termination date. In addition, the deductible per Covered Person will apply as if the Policy were in force for the entire Policy Year.

In no event will the Specific Benefit with regard to any Covered Person exceed the Maximum Specific Benefit shown in the Schedule.

III. LIMITATIONS

1. This Contract will not pay the Contractholder for any loss or expense caused by or resulting from any of the following:

   a Expenses incurred while the Employee Benefit Plan is not in force with respect to the Covered Person.

   b Expenses resulting from weekly (disability) income, dental, vision or any prescription card service, unless shown in the Schedule.

   c Liability assumed by the Contractholder under any contract or service agreement other than the Employee Benefit Plan. This exclusion applies to any liability assumed by the Contractholder pursuant to any employee handbook or other personnel policy not specifically included in the Employee Benefit Plan.

   d Expenses as the result of extra-contractual damages; compensatory damages; or punitive damages.

   e Expenses resulting from treatments, procedures, services, supplies or drugs, which are billed in excess of the Reasonable and Customary charge.

   f Any employment for wage or profit, when the Covered Person is entitled to coverage mandated by Workers' Compensation or similar law, whether or not such coverage is in force or a claim has been made.

g Expenses Incurred by an employee whose employment and coverage under the Plan terminated, but who would have been eligible, as required under any applicable state or federal law, to continue coverage under Your Plan had You offered such continuation in a timely manner.

h Experimental or Investigational treatment, procedure, service, supply or drug, as defined in this Contract, except that this limitation shall not apply to routine items and services that (a) would have been Eligible Claim Expenses had they not been Incurred during an approved clinical trial and (b) are provided during an approved clinical trial as required and defined under PHSA section 2709.

i Expenses for the cost of any treatment, procedure, service, supplies or drugs which are not Medically Necessary.

j Cost of the administration of claim payments or expense of litigation with individual claimants.

k Expenses paid on behalf of any Covered Person with coverage under any other plan, including Medicare, which, when combined with the benefits payable by such other plan, would cause the total to exceed 100% of the Covered Person's actual expenses.

l Payments arising out of or caused by or contributed to or in consequence of war, hostilities (whether war be declared or not), invasion or civil war.

m Any services furnished by an institution which is primarily a rest home, a place for the aged, a nursing home, a convalescent home, a place for custodial care, or any other place of like character.

n Expenses incurred as a result of any lost savings or discounts offered by a facility or provider due to untimely payment of the bill by the Contractholder or its TPA. In no event shall the Company be liable for Eligible Claims Payments that exceed the discounted amount that the provider would have charged had a timely payment been made. Lost savings or discounts do not include any amounts found upon audit or claims review to (a) exceed maximums specified in the Employee Benefit Plan or (b) represent expenses not covered by the Employee Benefit Plan.

o Notwithstanding the clerical error provision, this Contract shall exclude any amounts Paid for Covered Persons: 1) whose coverage under the Consolidated Omnibus Budget Reconciliation Act (hereafter referred to as COBRA) is continued beyond the timeframes specified by federal law for any reason including clerical error of the Contractholder; 2) who do not receive a valid COBRA extension offer within the 44 days immediately following the date of notice of a COBRA qualifying event; 3) who fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of COBRA election rights from the Contractholder; or 4) who fail to remit COBRA premium within the minimum periods specified by federal law. The Company will require written documentation that these requirements have been satisfied.

p Expenses of persons who were not reported on the Disclosure Statement who should have been disclosed in compliance with the terms of the Disclosure Statement. This exclusion shall also apply to expenses of persons listed on the Disclosure Statement where information on the Disclosure Statement regarding such person was inaccurate or incomplete.

q Payments the Contractholder or its TPA makes under the Employee Benefit Plan for services and supplies that are not included in the Employee Benefit Plan or that are outside of the requirements of the Employee Benefit Plan or this Contract even when the discretionary authority to make such payments is specifically granted in writing to the Contractholder or its TPA by that same Employee Benefit Plan. The Company will not be bound by the exercise of any discretionary authority by the Contractholder or its TPA in interpretation or application of eligibility provisions, eligible benefits, definitions, limitations and exclusions contained in the Employee Benefit Plan. Any claim submitted for reimbursement by the Contractholder or the TPA will be subject to the terms, conditions, limitations and exclusions of this Contract.

r Expenses You have paid under Your Employee Benefit Plan for a Late Entrant whose Disclosure information has not been accepted by Us.

s e following are not Covered Expenses and are therefore (a) not eligible for reimbursement under this policy and (b) may not be applied to satisfy any individual or Aggregating Specific Deductibles or Aggregate Deductible applicable to this policy:

1. any deductibles, coinsurance or co-payment amounts specified in the Plan Document;
2. reimbursements for any deductibles, coinsurance or co-payment amounts, or any other expenses excluded by the Plan Document or this policy, which have been made from Health Reimbursement Arrangements, Health Savings Accounts or any other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) and enumerated in IRC Section 213(d).
3. any amounts, or any portions of Covered Persons' claims, attributable to any taxes except state premium taxes or assessments levied by any governmental entity, on (a), contributions You make to Your plan, (b) claims Paid by your Plan or (c) premiums You pay to Us for this insurance;
4. any amounts reimbursable under any co-ordination of benefits provisions of the Plan, Medicare or from any other source;
5. prescription drugs, including any mail order prescription plan or any pre-paid prescription drug plan, dental, vision or disability plans unless specifically shown in the Application and Schedule;
6. any treatment or service in violation of any law or regulation;
7. any expenses Incurred by a Covered Person that were required to be, but were not, disclosed on the Disclosure Statement.

2. If the Application and Schedule shows Disabled Persons are not covered, no benefits will be paid under this Contract for expenses incurred or paid under Your Employee Benefit Plan until:

   a. such person, if an employee, returns to active fulltime employment for at least one full working day; or
   b. such person, if a dependent or Cobra Continuee, is able to perform the normal functions of a person of like sex and age.

3 Retired plan participants and their dependents, who are eligible under the Employee Benefit Plan, will be eligible for coverage under the Contract only if so indicated in the Schedule.

IV. REIMBURSEMENT PROVISIONS

1. **Payment of claims by the Policyholder:** Policyholder agrees to pay all eligible claims under the Plan within (60) days from the date adequate proof is provided to the Policyholder. If the Policyholder fails to pay claims within the (60) day time limit, that claim will not count towards the satisfaction of either the Annual Aggregate Deductible or the Specific Deductible or Aggregating Specific Deductible be reimbursed under this Contract.

2. **Payment of Reimbursements by the Company:** All benefits as they become payable under this Contract will be paid to the Contractholder. The Company shall pay reimbursements upon receipt of fully executed Proofs of Loss and the documentation reasonably necessary to evaluate the eligibility and extent of the claim.

   The Company shall not pay for amounts Paid for Losses where evidence of payment in accordance with all of the requirements set forth in this Contract is submitted to the Company more than 90 days after the end of the Specific and/or Aggregate Benefit Period.

2. **Warranty:** Upon presentation of Proof of Loss to the Company for reimbursements, the Contractholder warrants that all monies necessary to pay for services and supplies have been paid to the respective providers of medical services or supplies to which the claim for reimbursement relates and that all such monies were Paid prior to the end of the Benefit Period.

3. **Notice of Claim:** The Contractholder shall give written notice of claims to the Company within (30) days of the date the Contractholder becomes aware of the existence of facts which would reasonably suggest the possibility that benefits will be incurred which are covered by this Contract and which are equal to or exceed (50%) of the Specific Deductible.

   In addition, the Contractholder shall notify the Company in writing immediately of the expenses of any Covered Person which meet any of the following criteria:

   a. continuous hospitalization for more than two weeks or
   b. a claim for any one of the following conditions: mental disorder requiring hospitalization; brain injury; spinal injury resulting in real or suspected paralysis of the limbs; serious burns involving ten percent (10%) or more of the body with third degree burns or thirty percent (30%) or more of the body with second degree burns; multiple or serious fracture; crushing or massive internal injuries; premature birth; Acquired Immune Deficiency Syndrome (AIDS).
   c. Any potentially catastrophic claim, including but not limited to: cancers, high risk pregnancies, congenital disorders, congenital heart defects, respiratory failures, renal dysfunction or failure, including dialysis treatment, organ, tissue, bone marrow or stem cell transplant evaluation or surgery, and chronic liver disease.
   d. Any other serious condition that You, Your large case management vendor or Third Party Administrator thinks may have a chance to require large case management or be potentially catastrophic.

   You shall submit on a monthly basis proofs, reports, and supporting documents

including, but not limited to, a monthly summary of all Eligible Claims Payments You have processed. Failure to furnish written notice within the time required by this Policy will not invalidate or reduce any claim for reimbursement if it was not reasonably possible to provide written notice within such time. However, written notice must be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

V. CONTRACT TERMINATION

The Contract and all benefits hereunder will terminate upon the earliest of the following dates:

1. The termination date specified in writing by the Contractholder provided that the Company is notified not less than 31 days in advance of the termination date.

2. The end of any period for which premiums were paid and subsequent premiums are not paid, as provided in the Grace Period provision.

3. The end of the Contract Period.

4. The date of termination of the Employee Benefit Plan.

5. The date of cancellation of the administrative agreement between the Contractholder and the Designated Third Party Administrator, unless the Company has, prior to such cancellation, consented in writing to the Contractholder's designation of a successor third party administrator.

6. The date the Contractholder suspends active business or is placed in bankruptcy or receivership.

Termination will not affect a claim for Eligible Claim Payments Incurred while coverage was in effect.

VI. MISCELLANEOUS PROVISIONS

1. **Liability:** The Company will have neither the right nor the obligation under this Contract to directly pay any Covered Person or provider of professional or medical services for any benefit which the Contractholder has agreed to provide under the terms of the Employee Benefit Plan. The Company's sole liability hereunder is to the Contractholder, subject to the terms, conditions and limitations of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company.

2. **Payment of Premiums:** Each Premium for this Contract is payable on or before the first day of each Contract Month to the Company or to its authorized representative. Payment of a premium will not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in the Grace Period.

   If the effective date of this Contract is other than the first day of a calendar month, premiums payable under this Contract are due and payable on the first of each subsequent calendar month.

3. **Grace Period:** A Grace Period of 30 days will be allowed for the payment of each premium after the first month's premium. Should a premium otherwise due not be paid during the Grace Period, this Contract will terminate without further notice retroactive to the date for which premiums were last paid. The liability of the Company will be limited to claims Paid by the Contractholder prior to the date of termination. There will be no refund of any premium shown in the Schedule.

4. **Entire Contract:** This Contract Form as issued to the Contractholder, together with the Contractholder's Application and Schedule, Disclosure Statement, final signed and accepted proposal, any Contract Addenda constitute the entire contract.

5. **Incontestability** All statements You have made to obtain this Policy are, in the absence of fraud, considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless contained in the *Application and Schedule*, and copies are deemed part of this Policy and provided to You at issue.

6. **Concealment, Fraud:** This entire Contract will be void if, whether before or after a claim or loss, the Contractholder or its Agent has concealed or misrepresented any material fact or circumstance concerning this Contract or the subject thereof, including any claim thereunder or in any case of fraud by the Contractholder or its Agent relating thereto.

7. **Clerical Error:** If the Contractholder or the Company makes a clerical error keeping records or calculating premiums or claims pertaining to this Contract, it will not invalidate this Contract. A clerical error will not expand the Company's obligations under this Contract. A clerical error is a mistake in performing a clerical function and does not include intentional acts or failure to comply with the provisions of the Employee Benefit Plan or this Contract. Clerical errors do not include:
   a) failure to disclose the required information in the Disclosure Statement; or
   b) failure to process a claim within the Benefit Period of this Contract.

8. **Audits:** The Company will have the right: (1) to inspect and audit all records and procedures of the Contractholder and Designated Third Party Administrator; and (2) to require, upon request, proof of records satisfactory to the Company that payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any claim by the Contractholder hereunder and that such services or benefits are eligible under the Employee Benefit Plan and this Contract.

9. **Notice of Appeal:** Any objection, notice of legal action, or complaint received on a claim processed by the Contractholder or the Third Party Administrator, and on which it reasonably appears a benefit will be payable to the Contractholder under this Contract shall be brought to the immediate attention of the claims department of the Company.

10. **Changes:** Only the President and Executive Officer of the Company have the authority to alter this Contract, or to waive any of the Company's rights and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No Agent, Broker, or Third Party Administrator has the authority to alter this Contract or to waive any of its provisions.

11. **Notice:** For the purpose of any notice required from the Company under the provisions of this Contract, notice to the Contractholder's Designated Third Party

Administrator shall be considered notice to the Contractholder.

12. **Amendments to the Employee Benefit Plan:** The Company will not be bound, or accept any changes made to The Employee Benefit Plan while this Contract is in force without the prior written consent of the Company. Notice of any amendment to the Employee Benefit Plan must be given to the Company or its authorized representative at least 30 days prior to the Effective Date of the amendment. The Company will have the sole option to accept the amendment to the Employee Benefit Plan, and if accepted, the Company reserves the right to revise the rates, deductibles, terms or conditions of the Contract as of the Effective Date of the amendment.

13**. Responsibilities of the Contractholder's Designated Third Party Administrator:** Without waiving any of its rights under this Contract, and without making the Designated Third Party Administrator a party to this Contract, the Company agrees to recognize the Designated Third Party Administrator as respects the normal administration of the Contractholder's Plan subject to:

a. The Third Party Administrator being responsible on behalf of the Contractholder for auditing, calculating and processing all claims eligible under the Employee Benefit Plan within a reasonable period of time, preparing periodic reports as required by the Company and maintaining and making available to the Company at all times such information as the Company may reasonably require for proof of payment of the claims(s) by the Contractholder;

b. The Third Party Administrator performing such other duties as may be reasonably required by the Company, including but not limited to, maintaining an accurate record of eligible Covered Persons of the Contractholder;

c. The Company will not be responsible for any compensation due the Designated Third Party Administrator for functions performed in relation to this Contract; and

d. This Contract will not be deemed to make the Company a party to any agreement between the Contractholder and the Designated Third Party Administrator.

The parties agree that the Third Party administrator is the agent of the Contractholder and not the Agent of the Company or its Managing General Underwriter, for all purposes.

14. **Covered Units:** The Contractholder or its Third Party Administrator shall be responsible for providing the Company with monthly updates as to the number of Covered Units throughout the Contract Period. The number of Covered Units reported to the Company by the Contractholder or its Third Party Administrator is subject to audit by the Company as appropriate. An individual or family shall be considered a Covered Unit in a Contract Month if he/she/they were considered covered by the Employee Benefit Plan at any time during the Contract Month.

15. **Hold Harmless:**

a. The Contractholder agrees to indemnify and hold the Company harmless for: (1) liability related to any negligence, error, omission or intentional misconduct of the Contractholder or its Third Party Administrator; or (2) any legal expenses incurred, reasonable settlements made, or judgment(s) awarded, arising out of

any dispute involving a participant or former participant of the Contractholder's Employee Benefit Plan provided such legal expenses, settlements, or judgments were not incurred as a result of the sole negligence or intentional wrongful acts of the Company.

The Company, following any notification of its being, or likely to be, named as a defendant on any action concerning the aforementioned dispute will, within a reasonable time, in writing, notify the Contractholder of the dispute. The Company will cooperate with the Contractholder in matters pertaining to the dispute, however, such cooperation with the Contractholder will not waive the right of the Company to solely defend or settle any action in a manner it deems prudent.

b. The Contractholder shall be responsible for any state premium taxes and assessments incurred with respect to funds paid to or by the Contractholder under the Employee Benefit Plan. Taxes incurred with respect to premiums paid for this Contract will be the responsibility of the Company.

16. **Offset:** The Company has the right, but not the obligation, to offset claim reimbursements to the Contractholder against premiums due and unpaid by the Contractholder and/or any refunds due the Company due to overpayments made to the Contractholder on claim(s).

17. **Assignments:** The Contractholder shall not assign any of its rights under this Contract without the prior written consent of the Company, and any assignment without prior written consent shall be void.

18. **Subrogation, Recovery, and Third Party Liability:** The Contractholder shall pursue any and all valid claims, and enforce any and all rights that the Contractholder may have against Covered Persons, Plan Participants, and/or third parties (including the Covered Person's own insurance) arising out of any occurrence where any other entity is or may become responsible for payment of expenses paid by the Contractholder, and to account for any amounts so recovered. Should the Contractholder fail to protect or enforce such rights and the Company thereupon becomes liable to make payments to the Contractholder under the terms and conditions of this Contract, then the Company may assume all the Contractholder's rights to pursue such remedies, and the Contractholder will be responsible for any reasonable expenses incurred in the course of the Company's recovery of funds through subrogation and/or recovery from any and all entities.

    The Company shall be entitled to recover first up to its full share of reimbursed claims before the Contractholder shares in any amount so recovered whether by way of subrogation or otherwise.

19. **Arbitration:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by Arbitration in accordance with the rules of the American Arbitration Association, with the express stipulation that the arbitrator(s) shall strictly abide by the terms of this Contract and shall strictly apply rules of law applicable thereto. All matters shall be decided by a panel of three (3) arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Contract. The parties hereto may alter any of the terms of this provision only by express written

agreement, although such alteration may be before or after any rights or obligations arise under this provision.

20 Legal **Action No** action at law or in equity may be brought to recover under this Contract less than 60 days after written proof of loss has been furnished as required by this Contract. No such action will be brought more than three years after the time such written proof of loss must be furnished.

21 **Insolvency:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this Contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.

22 **Severability Clause:** Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, shall not render any of the remaining provisions of the Contract invalid.

23. **Successor Contract:** This Contract may not be renewed, but the Company may offer a successor contract. A successor contract will be subject to new premium rates, new underwriting terms, and new Contract terms.

24. **Group Specifications – Changes:** The Company reserves the right to revise rates, deductibles, terms or conditions of the Contract on any of the following dates:

a) When the Contractholder adds or deletes a subsidiary or affiliate;

b) When there is a change in the geographical area in which the Contractholder is located;

c) When there is a change in the nature of business in which the Contractholder is engaged;

d) When there is an increase or decrease in the number of Covered Units which exceeds 10% in any one month or 20% over any period of three consecutive months.

e) A change in any state or federal law or regulation is enacted, adopted, or amended to the extent that it affects The Company's benefit obligations under this Policy.

f) The Company reserves the right to recalculate the premium rate and the Aggregate Deductible Factors retroactively for the Contract Period if there is more than a ten percent (10%) variance between;

i. the average monthly Paid claims under the Employee Benefit Plan for the last two months of the 12-month period immediately prior to the Effective Date of this Contract; and

ii. the average monthly Paid claims under the Employee Benefit Plan for the first ten months of the 12-month period immediately prior to the Effective Date of this Contract.

g) We assume no reasonability for determining that your Employee Benefit Plan meets requirements of applicable law. You agree to hold us harmless should any

regulatory authority determine that You are responsible for any expenses not specified in your Employee Benefit Plan. Such expenses will not be Eligible Claim Expenses if they are Incurred before the date You amend Your Employee Benefit Plan and the Company has agreed in writing to accept that amendment.

25. **Reinstatement:** The Company may agree at its sole option and without prejudice to the Company's right under this policy to reinstate coverage as of the effective date of cancellation, on receipt and approval of written request for reinstatement and any and all other material and/or information as the Company may request, including but not limited to all outstanding premiums plus interest due from the effective date of reinstatement at a rate of not less than 1.5% per month compounded monthly. No insurance shall be reinstated until the Company notifies the Contractholder in writing and any premiums have been paid.

26. **Misstated Data:** The Company had relied upon the underwriting information provided by the Contractholder or its Agent in the issuance of this Policy. If the Company subsequently learns of information which was not disclosed prior to the Effective Date of the Policy, and such information would have affected the premium rates, Monthly Aggregate Deductible Factors, Specific or Aggregate Deductibles, terms or any other conditions for coverage, the Company will have the right to:

    1. rescind the Policy as of the Effective Date. In the event of Policy rescission, the Company's sole liability will be to return any monies Paid by the Contractholder as consideration for this Policy and less any claims or other expenses paid by the Company under this Policy. If such amount paid by the Company are greater than the amount of the refund due the Contractholder, the Contractholder shall pay the amount of the deficit to the Company within (30) days notify form the Company. If repayment in full is not made within the (30) day period, the Company will be entitled to assess monthly a late payment fee equal to 1.5% of the outstanding balance; or

    2. adjust the premium rates, monthly Aggregate Deductible Factor, Specific or Annual Aggregate Deductibles respectively, terms or any other conditions for coverage as of the Effective Date by providing written notice to the Contractholder, or

    3. deny a claim incurred by a Covered Person for whom such information was not disclosed.

27. **Disclaimer:** The Company acts only as a provider of Excess Loss Insurance coverage to the Contractholder's Employee Benefit Plan. The Company is not a fiduciary. The Company does not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended.

    While the determination of benefits under the Employee Benefit Plan is the sole responsibility of the Contractholder, the Company reserves the right to interpret the terms and conditions of the Employee Benefit Plan as it applies to this Contract. The Company has the sole authority to approve or deny reimbursement under this Contract.

    The Company has no right or obligation to pay any Covered Person or provider of

professional or medical services. The Company's sole liability is to the Contractholder, subject to the terms and conditions of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company. The Company will not be considered a party to the Contractholder's Employee Benefit Plan or to any supplement or amendment to it.

The Company assumes no responsibility for determining that Your Employee Benefit Plan meets requirements of applicable law. You agree to hold the Company harmless should any regulatory authority determine that You are responsible for any expenses not specified in Your Employee Benefit Plan. Such expenses will not b e Eligible Claim Expenses if they are Incurred before the date You amend Your Employee Benefit Plan and the Company agrees in writing to accept that amendment.

28. **Waiver:** Failure by the Company to enforce any of its rights under this Contract shall not serve to waive the Company's right to enforce such rights, regardless of the frequency of such failures to enforce.

GERBER LIFE INSURANCE COMPANY
1311 MAMARONECK AVENUE
WHITE PLAINS, NY 10605

Advance Funding for Specific Excess Loss

We offer this Advance Funding option, for which We charge no additional premium and which We, at our sole discretion, may change or withdraw at any time. The term Advance Funding is defined as follows:

> **Advance Funding** shall mean the process by which we issue funds to you equal to Eligible Claim Payments under your Plan that Your TPA has fully processed and approved for payment, only after:
>
> 1. You have paid an amount equal to the Specific Deductible for an Insured Person during the payment period, plus any unsatisfied portion of any Aggregating Specific Deductible, as set forth on the Application and Schedule section of this Contract, and
>
> 2. You have claims for eligible benefits greater than $1,000 over the amount as determined in (1) above.

Except as set forth herein, all terms, conditions, and provisions of the Policyholder's Excess Loss Insurance Contract will apply.

On the condition that all the provisions of the Excess Loss Contract and conditions set forth herein have been followed, we agree to provide you with Advance Funding. Before a claim will be approved for Advance Funding, we must receive satisfactory proof of claim eligibility, including all information requested in the Claims Kit and any other information requested by Gerber Life to determine Gerber Life's liability for the claim. Any claims approved for Advance Funding by Gerber Life will be considered reimbursed by Gerber Life and will not be further eligible for reimbursement at time of payment under the Excess Loss Contract.

Limitations

- Advance Funding is only available while the Excess Loss Contract is in force.
- Advance Funding is only available for claims for eligible benefits greater than $1,000 over the Policyholder's Retention.
- Advance Funding is not available during the last 30 days of the payment period as set forth on the *Application and Schedule* section of this Contract.
- The Company must receive the request for Advance Funding and satisfactory proof of claim eligibility, including all information requested in the Claim Kit and any other information as might be necessary to determine liability for the claim no later than 30 days prior to the end of the payment period of the contract.
- Policyholder must fund, via mail or electronic funds transfer, the claim for which Advance Funding is requested within 10 business days of receipt of Advance Funding from Gerber Life. If such payment is not made by Policyholder within 10 days, Policyholder

shall immediately refund to Gerber Life the funds advanced by Gerber Life to Policyholder and Gerber Life may revoke Advance Funding privileges.

- It is the Policyholder's sole responsibility to request and apply Advance Funding in a manner that will secure appropriate provider discounts. In the event Policyholder cannot fund a claim in time to secure appropriate provider discounts, Gerber Life will not be liable for the amount that the discounts would have been if the provider had been timely paid.

- It is the Policyholder's sole responsibility to request and apply Advance Funding in a manner consistent with all current Plan and Contract provisions and applicable state and federal laws. In the event the Policyholder cannot request and receive Advance Funding from Gerber Life in time to meet any provision of the Plan, Contract or applicable law, Policyholder must immediately pay all claims for Eligible Benefits. No provision herein shall be deemed to alter the requirement contained in the Contract that claims for eligible benefits be paid by Policyholder within the Contract Basis period.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

Signed by the Company:

Secretary

Revised 6/2016

FACTS

WHAT DOES GERBER LIFE INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and employment information ▪ Account transactions and checking account information ▪ Medical information and insurance claim history When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share Customer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Customer personal information; the reason Gerber Life Insurance chooses to share; and whether you can limit this sharing.

Reason we can share your personal information	Does Gerber Life Insurance share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your credit worthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 844-653-6193 or go to www.gerberlife.com

Who we are	
Who is providing this notice?	GERBER LIFE INSURANCE COMPANY

What we do	
How does Gerber Life Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Gerber Life Insurance collect my personal information?	We collect your personal information, for example, when you ▪ Apply for insurance or pay insurance premiums ▪ File an insurance claim or provide account information ▪ Give us your contact information We also collect your personal information from other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ Sharing for affiliates' everyday purposes – information about your credit worthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include non-financial companies such as Gerber Products Company, Nestle Nutrition, Nestle Waters, Dreyer's and Stouffer's.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Gerber Life does not share with non-affiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include banks and insurance agencies.*

OTHER IMPORTANT INFORMATION

Please see below for more information regarding your rights under state law.

NOTICE OF INFORMATION PRACTICES FOR ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEVADA, NEW JERSEY, NORTH CAROLINA, OHIO, OREGON, AND VIRGINIA RESIDENTS

We may collect personal information about you from persons other than you. In addition to information you provide us on applications or in connection with insurance coverage we issue to you, we may collect personal information about you from insurance support organizations (ISO) and consumer or other reporting agencies. Information obtained from a report prepared by an ISO may be retained by the ISO and disclosed to other persons. We may also disclose personal information about you to an insurance regulatory authority, or law enforcement, or other governmental authority to the extent permitted or required by law.

You have the right to request a copy of the personal information that we have about you. If we receive such a request, we will provide you a copy of your requested personal information within 30 days, as long as the information is reasonably locatable and retrievable. We may charge a reasonable fee to cover the costs incurred to provide you with copies of requested personal information.

You have the right to correct, amend or delete personal information we may have recorded about you. We will respond to your written request to correct, amend or delete personal information about you, within our possession, within 30 business days from the date your request is received.

If you wish to exercise your rights as provided in this notice, please write us at: Gerber Life Insurance Company, Attn: Privacy Officer, 445 State Street, Fremont, MI 49412. Please provide your full name, address and policy number.

FOR WISCONSIN RESIDENTS – POLICY CHANGE NOTIFICATION

Life insurance is a critical part of a broader financial plan. If you are considering making changes in the status of your policy you should consult with a licensed insurance or financial advisor in order to find an alternative best suited to your needs. Additional information about policy changes is available from the office of the commissioner of insurance at its website address: http://oci.gov/oci home.htm or by telephone at 1-800-236-8517.

IMPORTANT NOTICE FOR ALL CALIFORNIA RESIDENTS, NEW YORK & NEW JERSEY SENIOR CITIZEN RESIDENTS

You have the right to name someone (in addition to yourself) to be notified if, for any reason, the premium for your policy is not paid and the policy is about to lapse or be cancelled. You are under no obligation to name another person to be notified. The choice is yours.
If you wish to name a secondary addressee to receive notification of any past due premium and policy lapse of coverage, please send written notification with the name and address of the third-party and your policy number to:

Gerber Life Insurance Company, Policy Administration Department, 445 State Street, Fremont, MI 49412

IMPORTANT NOTICE FOR NEW YORK RESIDENTS WITH CASH VALUE

Your policy with Gerber Life contains a cash surrender value. You have the right to request an updated policy illustration and/or further information on such cash value, including the current amount thereof.
To obtain further information on such cash value, or to request an illustration, you can submit a written request to:

Gerber Life Insurance, Customer Service Department, 445 State Street, Fremont, Michigan, 49412. Please include your name, address, policy number, and signature.

IMPORTANT NOTICE FOR NEW YORK RESIDENTS WITH ACCIDENT-ONLY INSURANCE

This is accident-only insurance. It does not provide coverage for sickness. This is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with your taxes.

FOR NEVADA RESIDENTS - DO NOT CALL NOTIFICATION

Nevada law requires us to advise you that you have the option to be placed on our internal “do not call” list if you do not want to receive sales calls from Gerber Life. You may make this request in the following convenient ways:

- Call 1-844-653-6193 and speak with a customer service representative
- Write us at: Gerber Life Insurance Company, Attn: Privacy Office, 445 State Street, Fremont, MI 49412

Please be sure to provide us with your name, address and all telephone numbers you wish to include on our list.

If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General’s office at:

Office of the Nevada Attorney General, Bureau of Consumer Protection
555 E. Washington Avenue, Suite 3900, Las Vegas, NV 89101
Phone: (702) 486-3132 Email: BCPINFO@ag.state.nv.us

Please note that Gerber Life’s “do not call” list is limited only to telephone solicitation calls. We may still contact you about your Gerber Life policy, billing issues, claims and other matters that relate to the administration of your coverage with us.

FOR NEW HAMPSHIRE RESIDENTS - POLICY CHANGE NOTIFICATION

New Hampshire law requires Gerber Life to inform you that certain actions related to your life insurance policy may have significant future financial, tax or other implications. Such actions include:

- Surrender of the policy;
- Borrowing against the equity of your policy;
- Lapse of the policy;
- Failure to pay premium;
- Application of the equity of the policy toward payment of premium;
- Application of accumulated dividends toward payment of premium;
- Financing premium payments;
- Sale of the policy; and
- Assignment of the policy or any right under the policy.

Before you act, you should consider all options carefully and seek advice from a licensed financial advisor, attorney or other professional who can explain all available options and consequences.

Gunnison County
Partially Self Funded Option RBP

	VISTA CURRENT	VISTA RENEWAL	VISTA OPTION
Specific Stop Loss	**$50,000**	**$50,000**	**$60,000**
Specific	**24/12**	**24/12**	**24/12**
Aggregate	**24/12**	**24/12**	**24/12**
INSURANCE PREMIUMS			
Specific Stop Loss			
Single	$89.72	$121.95	$108.33
Employee/Spouse	$173.91	$237.02	$209.89
Employee/Child(ren)	$154.48	$210.45	$186.43
Family	$258.79	$353.00	$312.25
Aggregate Stop Loss	$7.63	$5.52	$6.86
Administrative Charges			
Claims Administration-Medical/Rx	$0.00	$0.00	$0.00
PPO Fee	$0.00	$0.00	$0.00
Utilization Review	$0.00	$0.00	$0.00
Nurse Navigator	$0.00	$0.00	$0.00
Final Claims Fiduciary	$0.00	$0.00	$0.00
Broker Fee	$0.00	$0.00	$0.00
TOTAL	**$0.00**	**$0.00**	**$0.00**
TOTAL FIXED COST			
Single	**$97.35**	**$127.47**	**$115.19**
Employee/Spouse	**$181.54**	**$242.54**	**$216.75**
Employee/Child(ren)	**$162.11**	**$215.97**	**$193.29**
Family	**$266.42**	**$358.52**	**$319.11**
CLAIMS LIABILITY			
Expected			
Single	$466.27	$801.08	$791.61
Employee/Spouse	$928.82	$1,595.60	$1,576.87
Employee/Child(ren)	$822.04	$1,412.18	$1,395.59
Family	$1,395.09	$2,396.60	$2,368.46
Maximum			
Single	$582.84	$961.30	$989.51
Employee/Spouse	$1,161.02	$1,914.72	$1,971.09
Employee/Child(ren)	$1,027.55	$1,694.61	$1,744.49
Family	$1,743.86	$2,875.92	$2,960.58
PLAN COST			
Expected			
Single	**$563.62**	**$928.55**	**$906.80**
Employee/Spouse	**$1,110.36**	**$1,838.14**	**$1,793.62**
Employee/Child(ren)	**$984.15**	**$1,628.15**	**$1,588.88**
Family	**$1,661.51**	**$2,755.12**	**$2,687.57**
Maximum			
Single	**$680.19**	**$1,088.77**	**$1,104.70**
Employee/Spouse	**$1,342.56**	**$2,157.26**	**$2,187.84**
Employee/Child(ren)	**$1,189.66**	**$1,910.58**	**$1,937.78**
Family	**$2,010.28**	**$3,234.44**	**$3,279.69**

From: Matthew Birnie
To: Frank Stichter
Cc: Cheryl Seling
Subject: Stop Loss Coverage
Date: Wednesday, December 2, 2020 4:35:08 PM

Hi Frank,

We accept the VISTA $50,000 renewal quote. but would like to explore increasing the Aggregating Specific as well.

Thanks,

Matthew

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Omni Institute; Bridges Out

Action Requested: County Manager Signature

Parties to the Agreement: Omni - Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

training with Omni

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Paid via a grant.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/30/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Reviewed and appears legally sufficient however not signed by the contractor as typically done before going to BOCC and no COI provided. CAO will need to review to ensure appropriate coverage. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 4/30/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 4/30/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

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CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the _28__ day of _____April_____, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and _____OMNI Institute____ , whose address is _899 Logan Street, Suite 600, Denver, CO 80203_____(herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding _____Bridges Out of Poverty Training_____
("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on _____June 30, 2021_____, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its continued professional development strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

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In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed _____and No/100 U. S. Dollars ($2,842.50_____). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

IN CARRYING OUT ITS OBLIGATIONS AND ACTIVITIES UNDER THIS AGREEMENT, CONTRACTOR IS ACTING AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT, PARTNER, JOINT VENTURE OR EMPLOYEE OF GUNNISON COUNTY. CONTRACTOR DOES NOT HAVE ANY AUTHORITY TO BIND GUNNISON COUNTY IN ANY MANNER WHATSOEVER.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO: (I) UNEMPLOYMENT INSURANCE BENEFITS; OR (II) WORKERS COMPENSATION COVERAGE, FROM GUNNISON COUNTY. FURTHER, CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID IT RELATED TO THE SERVICES.

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7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

8. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

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d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	OMNI 899 Logan Street, Suite 600 Denver, CO 80203

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: DocuSigned by: Jean Denious D3E20DEB92FF47A...
OMNI Institute

DocuSign Envelope ID: FBDCA0F4-A3D5-4847-A091-AB8A60943AAE

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

This Scope of Work ("**SOW**"), is entered into pursuant to the Contract for Services entered into by and between Omni Institute and Gunnison County ("**Client**"), dated **April 19, 2021** (the "**Agreement**"). Capitalized terms used in this SOW and not otherwise defined in this SOW shall have the same meanings ascribed to such terms in the Agreement.

I. Project Overview:
Under this SOW, OMNI will perform the following services for or on behalf of Client (collectively, the "**Services**" or the "**Project**"):

- One 8-hour, in-person Bridges Out of Poverty training

II. Project Objectives:
Gunnison County Substance Abuse Preventino Project has requested and contracted with OMNI to deliver an in-person Bridges Out of Poverty training to build understanding of varying realities of economic class and increase skills to address those economic realities.

III. Project Deliverables
The Services will entail development of the following Deliverables:

Area	Activities
Project Communication & Planning **April - June 2021**	• Communication with GCSAPP Director to identify training objectives and audience. • Set 2021 training date. • Set up Event Brite registration site & disseminate training flyer/registration information. o Coordinate with GCSAPP to reserve training space
Training Development **May - June 2021**	• Develop Bridges Out of Poverty Training to meet the needs and scope of the training event • Communication with GCSAPP for recruitment, registration, and logistics
Finalize Materials Training Delivery & Evaluation **May - July 2021**	• Finalize training materials. • Deliver 8-hour Bridges Out of Poverty Training to registered participants • Compile Training evaluations and share results back with GCSAPP

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VI. Project Timeline

The Project timeline is:

Start Date: April 28, 2021

End Date: June 30, 2021

VII. OMNI Team

Rebecca Larson, MS, ACC will be the project lead and trainer for this project.

VIII. Professional Fees and Payment Schedule

The total budget for this work is $2842.50 to be paid upon delivery of conflict management workshop. OMNI maintains an accounting system with complete fiscal separation by contract. Since 1989, OMNI has been audited yearly in conformity with federal and state reporting guidelines. In addition, OMNI's cost structure, fringe, and indirect rates have been determined in consultation with a tax accountant.

Expense Category	Budget
Bridges Out of Poverty Training - coordinate, deliver, evaluate in-person, full day (8 hour) training	$1,350
Travel to Gunnison for in-person Bridges Out of Poverty Training (time, mileage, lodging, food)	$1,150
Required book for each participant – Bridges to Sustainable Communities – 20 books @ $16/book plus shipping	$342.50
Total Contract Amount	**$2,842.50**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Conservation District letter of support

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Letter of support for Gunnison Conservation District grant application to fund Wildlife Biologist and Sage-grouse conservation coordinator position.

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
I see no legal issues. MRH

Reveiwed by: Discharge Date: 5/12/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

Cathie Pagano
Director of Community and Economic Development
Gunnison County
221 North Wisconsin Street Suite D
Gunnison, Colorado 81230

May 5, 2021

Conservation Partners Program Grant Review Team
National Fish and Wildlife Foundation
1133 15th Street Northwest #11
Washington, DC 20005

Re: Letter of Awareness – Gunnison Conservation District Application

Dear NFWF Selection Committee,

I write on behalf of Gunnison County in support of the Gunnison Conservation District's (GCD) proposal to the National Fish and Wildlife Foundation's Conservation Partnership Program to fund the GCD's District Conservation Technician/Wildlife Biologist and District Manager. We strongly support this application because the District works with private landowners in the Gunnison Basin, which largely provide important habitat for Gunnison sage-grouse.

Gunnison County has implemented several Gunnison sage-grouse conservation measures, including incorporating a sage-grouse review for building permits and land use change permits, which works to reduce fragmentation and mitigate impacts of development in sage-grouse habitat. Gunnison County also organizes and hosts the Gunnison Basin Sage-Grouse Strategic Committee, which is a local working group, useful to coordinate conservation efforts across the land management agencies and keep the public and other groups involved in conservation. The GCD's District Conservation Technician/Wildlife Biologist works with Gunnison County to complete these tasks. Building permit reviews include actionable restoration activities such as noxious weed treatment, wildlife friendly fencing, reseeding disturbed areas with native seed, controlling pets, and consulting with professionals for habitat treatments or livestock grazing. In addition to the assistance GCD provides to the County, they provide valuable resources for Gunnison County citizens including the sale of herbicides and native seed, and the GCD organizes several natural resources education and outreach events that benefit Gunnison County students and landowners.

Through this letter, we acknowledge our support of the Gunnison Conservation District's proposal. We look forward to continuing to work with the Gunnison Conservation District to conserve sage-grouse and their habitats within Gunnison County.

Sincerely,

Cathie Pagano
Director of Community and Economic Development, Gunnison County

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Correspondence; Community Foundation of GV

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The attached letter was informally approved and distributed on 5/13/2021.

Fiscal Impact: N/A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County
COLORADO

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

May 13, 2021

Community Foundation of the Gunnison Valley (CFGV)
525 N. Main St.
Gunnison, CO 81230

Dear Members of the Collaborative Grant Committee,

I would like to express my support for the proposed collaboration between Habitat for Humanity of Gunnison Valley (HfHGV) and the Coldharbour Institute (CI) to pilot a program that would explore the viability of repurposing construction materials.

When buildings are renovated or demolished for new construction, functional materials are often sent to the landfill due to a lack of local programs that facilitate recycling or repurposing. Moreover, the rapid increase in construction locally and nationwide has resulted in building material shortages and, in some cases, dramatic price increases. A local program capable of storing and repurposing salvageable building materials would reduce the amount of unnecessary waste going to the landfill while also providing more cost-effective options for small project construction.

Our valley has a long history of coming together to find sustainable solutions to a number of environmental concerns. The proposed collaboration between HfHGV and CI to explore the viability of salvaging and repurposing building materials offers numerous benefits to our community. Thank you for considering their application.

Best Regards,

Jonathan Houck, Chairperson | Roland Mason, Commissioner | Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; White River National Forest Acq

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

On April 27, 2021 representatives from the White River National Forest requested informal support for a potential acquisition of a parcel of land near the Town of Marble in Gunnison County.

Fiscal Impact: N/A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
I see no legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/13/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

May 18, 2021

Rebecca Bruno, Project Manager
Bureau of Land Management, Gunnison Field Office
Email: rmbruno@blm.gov

Re: White River National Forest Land Acquisition

Dear Rebecca,

The Gunnison County Board of County Commissioners supports the White River National Forest's (WRNF) request for potential acquisition of a parcel of land adjacent to the Town of Marble in Gunnison County. Acquiring this parcel is consistent with goals and objectives identified in the WRNF Land and Resource Management Plan, and the Town of Marble has also expressed informal support.

The 48-5-acre parcel to be acquired is situated in T. 11 S., R. 88 W., 6th P.M., Gunnison County Colorado, and is more particularly described as the N1/2 SW1/4 of section 26, laying south of the Crystal Creek. It was approved to be acquired with funds from the Land and Water Conservation Fund in the Spring of 2021.

Acquisition of this parcel is a priority due to the proximity of the Raggeds Wilderness Area. It will ensure effective watershed management because of the frontage to the Crystal River, and it will increase fishing access. It will also guard against any potential uses that are incompatible with management of wilderness area.

Best Regards,

Jonathan Houck, Chairperson	Roland Mason, Commissioner	Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Signature; Amended Grant Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County - CDPHE

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Grant agreement

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This is the CTC grant renewal for 21-22, it is more than the current one so we will probably have to do budget amendment by year end depending how much they spend. No cost to County, it also has indirect revenue for County.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
I spot no legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/13/2021 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2022*0148

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACT MADE DATE: 4/12/2021

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2021, whichever is later. The contract shall end on 06/30/2022.

PROCUREMENT METHOD:
RFA 32714

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

LAW SPECIFIED VENDOR STATUTE:
N/A

STATE REPRESENTATIVE:
Ali Maffey
VIP-MHP Branch
Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commisioners of Gunnison County
for the use and benefit of the Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $222,342.00

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS: $222,342.00

OTHER FUNDING DOLLARS:

Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22: $222,342.00
:
:
:
:

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:
Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

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EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions
Exhibit B -	Statement of Work
Exhibit C -	Budget
Exhibit D-	Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

   By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

   Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order 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 Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

   Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, 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

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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.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) 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 there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 2022*0148

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 Board of County Commisioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

Contract Effective Date:_____

-- Signature Page End --

EXHIBIT A

ADDITIONAL PROVISIONS
To Original Contract Routing Number CT FHLA 2022*0148

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://cdphe.colorado.gov/standardized-invoice-form and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Alison Maffey, ali.maffey@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45**) calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.

5. If Contractor indicates full expenditure of funds under this Contract by February 28 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.

7. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as “the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

8. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

9. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

10. The State**,** at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

11. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or 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 **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

EXHIBIT B

STATEMENT OF WORK
Original Contract Routing Number: 2022*0148

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

I. Entity Name: Gunnison County

II. Project Description:

This project uses Marijuana Tax Cash Funds to improve the health of all Coloradans by reducing substance misuse among youth. CDPHE prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces the risk and increases the protective factors that are also linked to long-term reductions in violence and suicide in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state implement the following:

1. Organize a group of youth, families, professional Coalition Members, and formal and informal leaders;
2. Build the capacity of Coalition Members to
    a. assess the specific and well-researched risk factors (factors that increase the likelihood of a problem behavior) and protective factors (factors that buffer someone from the risks of a problem behavior) among the youth in their communities;
    b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
    c. identify funding for the selected strategies, implement those strategies aligned to best practices, and evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs in their community as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement**: Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members**: Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
7. **Communities That Care (CTC) Model**: The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 phases of implementation with milestones outlined for each phase:
   phase 1: Get Started
   phase 2: Get Involved
   phase 3: Develop Community Profile
   phase 4: Create a Plan
   phase 5: Implement and Evaluate
7. **CTC Community Mobilizer**: The CTC Community Mobilizer is responsible supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
8. **CU Anschutz**: University of Colorado Anschutz Medical Campus
9. **DCJ**: Division of Criminal Justice
10. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
11. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
12. **FTE**: Full Time Equivalent staff.
13. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
14. **HKCS:** Healthy Kids Colorado Survey
15. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.
16. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
17. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery

system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.

18. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
19. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
20. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
21. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
22. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
23. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
24. **State-funded programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
25. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.
26. **TGYS:** Tony Grampsas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.

Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones and phases 1 and 2 of the CTC Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall retain diverse Coalition Members to serve on the key leader board and community board. 4. The Contractor shall provide a list of middle and high schools in their Geographic Area of Focus to the CU Anschutz HKCS team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall retain leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall retain leaders of state-funded opioid prevention and intervention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall act as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 8. The Contractor shall request a report sharing agreement with local schools to receive HKCS scaled risk and protective factor reports once every two years, 9. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth and sustainability to address Prevention Science. 10. The Contractor shall use group facilitation skills and tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 11. The Contractor shall facilitate the Coalition Member's development through the milestones of phases 1 and 2 in the CTC Model. 12. The Contractor shall increase Coalition Members' capacity to implement Prevention Science approaches within the community. 13. The Contractor shall implement milestones from phases 1 and 2 needed to support Coalition Member progress in achieving milestones from phases 3-5. 14. The Contractor shall hold a minimum of one (1) Coalition Member meeting per month. 15. The Contractor shall complete the CTC milestones tool. 16. The Contractor shall send community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 17. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.

	18. The Contractor shall train Coalition Members to expand community outreach. 19. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 20. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 21. The Contractor shall implement changes identified in the equity assessment. 22. The Contractor shall participate in all cross-site evaluation activities required by the External Evaluation Entity. 23. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 24. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #2	The Contractor shall document progress on the CAP part 2.
Sub-Activities #2	1. The Contractor shall monitor implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template. 3. The Contractor shall document successes and challenges encountered by Coalition Members while implementing CAP part 2 strategies. 4. The Contractor shall reassess CAP part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 5. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 6. The Contractor shall document Primary Prevention strategy and program updates in the CAP part 2. 7. The Contractor shall make quality improvements to the CAP Part 2 that align with outcome-focused planning. 8. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 9. The Contractor shall adjust the CAP part 2 implementation to adjust for issues identified through an equity impact assessment. 10. The Contractor shall update the CTC milestones tool for phase 5. 11. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 12. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 13. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

Standards and Requirements	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. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- and federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: http://www.communitiesthatcare.net/how-ctc-works/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, and other Coalition Members engaged in CTC and with guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer demonstrate the skills identified in the CTC Community Mobilizer job description and skill assessment. 13. CDPHE will provide the Contractor with group facilitation skills and tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training, content mastery assignment, and working with a CTC coach, in advance of launching CTC Model in their communities. 16. The Contractor shall adhere to all CTC Plus license agreement requirements. 17. The Contractor shall facilitate the CTC Coalition toward implementation and improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference. 18. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.

	19. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE. 20. The Contractor shall use training and technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2. 21. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view 22. The Contractor shall provide Coalition Member meetings with access to these items: a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, and f. food. 23. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time. 24. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating. 25. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development and quality improvement that will support program outcomes. 26. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, and other trainings as identified by CDPHE. 27. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources 28. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP. 29. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: .http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf . 30. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns. 31. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made

	part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 32. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 33. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 34. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change. 35. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 36. CDPHE will review and provide feedback on best practices for Parts 1 and 2 of the Community Action Plan within 20 business days. 37. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 and 2 of the Community Action Plan prior to strategy and program implementation. 38. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.	
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members including residents, youth, and professionals who are ready to drive decision-making throughout the community to support the Social Development Strategy, Positive Youth Development approaches, address equity and racial justice, and to implement Prevention Science approaches in subsequent years of funding using the CTC Model across Colorado.	
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.	
		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

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V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. 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. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

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 Staff 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.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 80,172.00	$ 6,374.66	75.0%	$ 64,910.00

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	$ 28.00	$ 8.00	442.0	$ 15,912.00

Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 28.00	$ 8.00	416.0	$ 14,976.00
Youth Engagement/Programming Coordinator	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	$ 28.00	$ 8.00	1040.0	$ 37,440.00
Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	$ 28.00	$ 8.00	832.0	$ 29,952.00
				Total Personal Services (including fringe benefits)	**$ 163,190.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members. ** excluded from indirect.*	$ 250.00	4.0	$ 1,000.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	6 in person equity lab meetings . $160 x 6 = $960. $100 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 160.00	6.0	$ 960.00

Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 285.00	2.0	$ 570.00
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 3,960.00	1.0	$ 3,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 15 persons x 12 events. **excluded from indirect*	$ 450.00	12.0	$ 5,400.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $300/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 23,914.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of $0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	$ 0.575	4400.0	$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition member to attend 2 trainings in Denver (3 nights X $195 per night x 2 rooms), at the SRPF Conference (3 nights x $144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ $195 per night x 2 rooms) **$1,602 for coalition member lodging is excluded from indirect.*	$ 1,602.00	2.0	$ 3,204.00

Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips **$798 for coalition member meals is excluded from indirect.*	$ 798.00	2.0	$ 1,596.00
			Total Travel	**$ 7,330.00**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective Factor Strategies. 6 hours a week for one staff member at $20/hr.	$ 20.00	312.0	$ 6,240.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $25/hr. x estimated 20 hr. mo.	$ 25.00	260.0	$ 6,500.00
Youth Advisor	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	200.0	$ 5,000.00
			Total Contractual	**$ 17,740.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 212,174.00**
Indirect				
Item	**Description of Item**			**Total Amount Requested from CDPHE**
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CDPHE negotiated rate of 24.87% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.			$ 10,168.00
De Minimis Indirect Cost Rate				
			Total Indirect	**$ 10,168.00**
			TOTAL	**$ 222,342.00**

EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **Click here to enter text.**
Contractor (Name and Address) **Click here to enter text.**	Option Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						$
Original						$
					Current Contract Maximum Amount (YTD)	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract
   - **D.** Option to change Contract rates
   - **E.** Option to initiate next phase of Contract

2) **REQUIRED PROVISIONS**:

A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.

C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. 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. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.

E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

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PROGRAM APPROVAL	STATE OF COLORADO
By:_____ _ Date:_____	Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director _____ _ By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 80,172.00	$ 6,374.66	75.0%	$ 64,910.00

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	$ 28.00	$ 8.00	442.0	$ 15,912.00

Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 28.00	$ 8.00	416.0	$ 14,976.00
Youth Engagement/Programming Coordinator	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	$ 28.00	$ 8.00	1040.0	$ 37,440.00
Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	$ 28.00	$ 8.00	832.0	$ 29,952.00
				Total Personal Services (including fringe benefits)	**$ 163,190.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members. ** excluded from indirect.*	$ 250.00	4.0	$ 1,000.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	6 in person equity lab meetings . $160 x 6 = $960. $100 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 160.00	6.0	$ 960.00

Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 285.00	2.0	$ 570.00

Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 3,960.00	1.0	$ 3,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 15 persons x 12 events. **excluded from indirect*	$ 450.00	12.0	$ 5,400.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $300/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 23,914.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of $0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	$ 0.575	4400.0	$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition member to attend 2 trainings in Denver (3 nights X $195 per night x 2 rooms), at the SRPF Conference (3 nights x $144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ $195 per night x 2 rooms) **$1,602 for coalition member lodging is excluded from indirect.*	$ 1,602.00	2.0	$ 3,204.00
Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips **$798 for coalition member meals is excluded from indirect.*	$ 798.00	2.0	$ 1,596.00
			Total Travel	**$ 7,330.00**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective Factor Strategies. 6 hours a week for one staff member at $20/hr.	$ 20.00	312.0	$ 6,240.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $25/hr. x estimated 20 hr. mo.	$ 25.00	260.0	$ 6,500.00
Youth Advisor	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	200.0	$ 5,000.00
			Total Contractual	**$ 17,740.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 212,174.00**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CDPHE negotiated rate of 24.87% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	$ 10,168.00
De Minimis Indirect Cost Rate		
	Total Indirect	**$ 10,168.00**
	TOTAL	**$ 222,342.00**

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

Jonathan Houck
Gunnison County
200 East Virginia Ave
Gunnison, CO 81230

January 11, 2021

Dear **Jonathan Houck**:

Congratulations! The application from **Gunnison County** for the **Shared Risk and Protective Factor Approach to Prevention RFA #32174** has been recommended for funding.

You will be contacted soon by CDPHE staff, to discuss the submitted budget, in order to begin the contracting process.

Please be aware that no work may commence until an award has finalized and the contract has been signed by all parties and fully executed by the State Controller, or until July 1, 2021 (whichever is later).

Please contact me with any questions.

Sincerely,

Ali Maffey
Policy and Communication Unit Supervisor
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South, Denver, CO 80246
Ali.Maffey@state.co.us

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Department of Public H

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County - CDPHE

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

GCSAPP - CTC grant

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
ok. kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 11/20/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 11/20/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/20/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/20/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/24/2020

Revised April 2015

COLORADO
Department of Public Health & Environment

---PROGRAM INSTRUCTIONS - REMOVE FROM THE FINAL VERSION---
Program: Remember to protect this form after you have entered the appropriate information (in highlighted areas) and before you post this document. Delete this instruction prior to posting.

REQUEST FOR APPLICATIONS COVER SHEET & SIGNATURE PAGE

Date:	October 15, 2020	**RFA Number:**	32174
Submit Electronic Applications to:	Colorado Department of Public Health & Environment Substance Misuse Prevention Grants 4300 Cherry Creek Drive South Denver, CO 80246	**CDPHE Contact:**	Marc Morgan Marc.morgan@state.co.us
RFA Submission Deadline:	November 25, 2020 5:00 p.m. (Mountain Time) Caution: Applicants are responsible to ensure timely receipt.		

A Shared Risk and Protective Factor Approach to Substance Misuse Prevention
Per the attached specifications, terms and conditions

***F.E.I.N.:** 84-60007700
DUNS: 133115220

Authorized Signature: _____
Original or electronic signature acknowledge acceptance of all terms and conditions of the solicitation.

Typed/Printed Name:	Jonathan Houck		
Title:	Chairman - Board of County Commissioners		
Company Name:	Gunnison County		
Address:	200 East Virginia Ave.		
City:	Gunnison	**State:** CO	**Zip:** 81230
Phone Number:	970-275-9625	**Fax Number:**	970-641-3061
Contact for Clarifications:	Kari Commerford		
Title:	Director of Juvenile Services		
Phone Number:	970-642-7393	**Fax Number:**	970-641-9079
Email Address:	kcommerford@gunnisoncounty.org		

IMPORTANT: The following information must be on the outside of the Application Packaging or referenced in the subject line if the application may be submitted electronically:

RFA #32174

Applicants are urged to read the solicitation document thoroughly before submitting an application. **THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONSE**

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COLORADO
Department of Public Health & Environment

Attachment C: Option A Example Work Plan
Communities That Care in Colorado
Shared Risk and Protective Factor Approach to Substance Misuse Prevention
Request for Applications (RFA)

I. Project Description:

This project serves to reduce negative health outcomes among Colorado youth, including substance misuse, violence, and suicide. CDPHE is funding this project to prevent those health outcomes by reducing risk and increasing protective factors in the lives of youth. Under this model, funded community coalitions across the state assess the specific and well-researched risk factors (factors that increase the likelihood of a problem behavior) and protective factors (factors that buffer someone from the risks of a problem behavior) among the youth in their communities. Communities then pick from a menu of proven or evidence-informed practices to address the factors most relevant among local youth. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs in their community as a result of organized coalition efforts to impact gaps in preventing risk or promoting protective factors.

II. Definitions:

1. **Behavioral health:** a continuum of services for individuals at risk of, or suffering from, mental, behavioral, or addictive disorders, and behavioral health, and as a discipline, refers to mental health, psychiatric, marriage and family counseling, and addictions treatment, and includes services provided by social workers, counselors, psychiatrists, psychologists, neurologists, and physicians, as well as nurse practitioners and physician assistants.
2. **CDE:** Colorado Department of Education
3. **CDHS:** Colorado Department of Human Services
4. **CDPHE:** Colorado Department of Public Health and Environment
5. **CMP:** Collaborative Management Programs funded by CDHS
6. **Community Action Plan:** This comprehensive and community-wide action plan defines the community engagement process and primary prevention plan of CTC. **Part one** of this plan includes the partners involved, existing primary prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected primary prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the socioecological model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the social development strategy. **Part two** of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part two of the plan addresses gaps that exist within the community and is fluid as the coalition shifts its implementation strategies to adjust to an ever-changing environment.
7. **CTC** or **Communities That Care:** an evidence-based community engagement and prevention science model identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. Communities that Care includes 5 Phases of implementation:
   - Phase 1: Get Started
   - Phase 2: Get Involved
   - Phase 3: Develop Community Profile

Phase 4: Create a Plan
Phase 5: Implement and Evaluate

7. **CU Anschutz**: University of Colorado Anschutz Medical Campus
8. **DCJ**: Division of Criminal Justice
9. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
10. **HKCS:** Healthy Kids Colorado Survey
11. **LPHA:** Local Public Health Agency
12. **MCH:** Maternal Child Health
13. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
14. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, primary prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
15. **PYD:** Positive Youth Development is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
16. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
17. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding – a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
18. **Socio-ecological model:** CDC uses a four-level social-ecological model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
19. **State-funded prevention programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, LPHA Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
20. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.
21. **TGYS:** Tony Grampsas Youth Services grants for primary prevention programs in communities.
22. **UCB**: University of Colorado Boulder

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.

Objective #1: No later than the expiration date of this contract, reduce negative health outcomes among Colorado youth, including substance misuse, violence, and suicide by reducing risk and increasing protective factors in the lives of youth.	
Primary Activity #1	The Contractor shall mobilize a high capacity group of stakeholders through steps of the *Communities That Care* model, using data and priorities identified by each individual community.
Sub-Activities #1	1. The Contractor shall provide a *Communities That Care* Community Mobilizer that is 0.75FTE or greater. 2. The Contractor shall retain key leaders and community board members to participate in the CTC project, using guidance outlined in the CTC model. 3. The Contractor shall retain leaders of state-funded prevention and treatment projects to participate in the CTC project, as available within the communities. 4. The Contractor shall use group facilitation skills and tools provided by CTC and other organizations to help guide the stakeholders engaged in the CTC process through the CTC process. 5. The Contractor shall continuously revisit any milestones from Phases 1 and 2 needed to support coalition progress in achieving milestones from Phases 3-5. 6. The Contractor shall hold regular meetings of the stakeholders engaged in the CTC process, a minimum of one (1) meeting of the stakeholders or a workgroup per month. 7. The Contractor shall complete the CTC Milestones tool with the support of the stakeholders engaged in the CTC process. 8. The Contractor shall send community stakeholders information in advance to prepare for meetings. 9. The Contractor shall facilitate delegation of community prevention CTC project tasks, including but not limited to collecting, organizing, and analyzing data; community outreach and public relations; and leading CTC project meetings. 10. The Contractor shall train stakeholders engaged in the CTC stakeholder project to expand community outreach.
Primary Activity #2	The Contractor shall use local HKCS data and regional data from other public sources to generate a community assessment that identifies gaps in prevention to reduce risk and increase protective factors that improve youth health outcomes.

Sub-Activities #2	1. The Contractor shall summarize data about risk and protective factors in the community using a list of scales and indicators provided by CDPHE. 2. The Contractor shall coordinate data review with local public health staff who create the existing local community health assessment required in the Public Health Act of 2008. 3. The Contractor shall lead the activities outlined in the relevant phases of the Milestones with appropriate timing for effective community progress. 4. The Contractor shall complete additional assessments to develop a clear picture of gaps in resources and community assets available to address risk and protective factors through evidence-based primary prevention strategies and programs within the community, specifically related to shared risk and protective factors. 5. The Contractor shall use an equity lens to review all data for disproportionate structures and systems of oppression that may contribute to additional challenges for a subset of the local population. 6. The Contractor shall identify existing prevention programs and strategies that can be leveraged to address the strategies selected at each of the socio-ecological model levels. 7. The Contractor shall request relevant data from community stakeholders to further analyze gaps in local efforts to reduce risk and increase protective factors among youth. 8. The Contractor shall review updated local or regional data released after the completion of the community assessment to further monitor priority risk or protective factors that impact unhealthy youth outcomes, including substance misuse and violence. 9. The Contractor shall engage community members to assess risk and protective factors driving prioritized problems. 10. The Contractor shall summarize these assessment results in an updated report on risk, protective and outcome data. 11. The Contractor shall complete the relevant activities and sections of the CTC Milestones tool for Phases 2-3, with the support of the workgroups, boards, and other stakeholders engaged in CTC and with guidance from the CTC Coach. 12. The Contractor shall re-administer relevant Milestones as needed.
Primary Activity #3	The Contractor shall develop a comprehensive community action plan to prioritize primary prevention strategies and programs that reduce risk and promote protective factors, specifically addressing capacity gaps in prevention programs, practices, and policies identified in the assessment using the CTC model.
Sub-Activities #3	1. The Contractor shall use the results of the community resource assessment (in consultation with stakeholders engaged in the CTC project) to refine the population of youth that would benefit most from the interventions outlined within the community action plan. 2. The Contractor shall facilitate the CTC workgroups, community board, and key leader board through the milestones for Phases 4-5 with appropriate timing for effective community progress, with guidance from the CTC Coach. 3. The Contractor shall develop a process for setting prevention priorities based on updated assessment data from that community. 4. The Contractor shall work with CTC coalition members, members of the larger community and CDPHE to develop a comprehensive community action plan, using evidence-based or evidence-informed programs and strategies from a menu of prevention strategies to be provided by CDPHE.

	5. The Contractor shall support the coalition to develop budgets for implementation of prevention strategies identified by the stakeholders engaged in the CTC project. 6. The Contractor shall identify process and outcome evaluation measures for each strategy or program implemented within the community action plan with technical assistance from UCB. 7. The Contractor shall support the coalition to implement a minimum of one (1) prevention strategy from both the societal and community levels of the socioecological model to impact selected risk or protective factors (in consultation with stakeholders engaged in CTC). This may include building skills of the coalition to implement systems change strategies and to identify funding for the selected strategy. 8. The Contractor shall support the coalition to implement a minimum of one (1) prevention program serving youth or families to impact selected risk or protective factors, selected from the Blueprints for Healthy Youth Development or another renowned registry (in consultation with stakeholders engaged in CTC). This may include building skills of the coalition to implement programs with fidelity and to identify funding for the selected program. 9. The Contractor shall include in the community action plan activities that promote positive youth development (PYD) and social development strategy (SDS) policies, principles, and practices throughout their community. 10. The Contractor shall include in the community action plan activities that dismantle oppressive systems and prevent the implementation of the selected program or strategy from increasing disparities or unjust practices. 11. The Contractor shall use approved tools to conduct outcome-focused planning to illustrate and connect the problems the CTC coalitions and other stakeholders will address, evidence-based strategies to address those problems, and anticipated outcomes. 12. The Contractor shall complete the applicable activities and sections of the CTC Milestones tool for Phases 4-5, with the support of the workgroups, boards, and other stakeholders engaged in CTC and with guidance from the CTC Coach.
Primary Activity #4	The Contractor shall document the implementation of specific action steps and related evaluation measures from part two of the community action plan, including successes and challenges the stakeholders engaged in CTC encountered while implementing prevention strategies that address common risk or protective factor gaps within the community.
Sub-Activities #4	1. The Contractor shall be aware of implementation of any primary prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document successes and challenges encountered by community coalition members while implementing prevention strategies. 3. The Contractor shall track progress toward implementation of the steps outlined in the community action plan. 4. The Contractor shall discuss prevention activity updates in the community action plan with the CDPHE CTC Coach. 5. The Contractor shall document the implementation activities and challenges in their progress reports to CDPHE. 6. The Contractor shall use data from the strategic reflection process to make continuous quality improvements to part two of the community action plan to remain aligned to the outcome-focused planning. This includes monitoring

	for any impact that may contribute to, instead of prevent, inequitable or harmful outcomes. 7. The Contractor shall complete the appropriate sections of the CTC Milestones tool for Phase 5, with the support of the workgroups, boards, and other stakeholders engaged in CTC and with guidance from the CTC Coach. 8. The Contractor shall use training and technical assistance from UCB to complete the evaluation portions of the community action plan.
Standards and Requirements	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 participate in all required technical assistance meetings conducted by the CDPHE CTC team. 3. The Contractor shall work with state- and federally-funded programs that exist within their community, including but not limited to other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH or DCJ. 4. The Contractor shall facilitate the implementation of the Milestones across the five (5) phases of the *Communities That Care* model with fidelity, providing additional information about any adjustments made that make the model more responsive to local needs. The five phases are described on the CTC website: http://www.communitiesthatcare.net/how-ctc-works/, incorporated and made part of this Contract by reference. 5. The Contractor shall require the CTC Community Mobilizer demonstrate the skills identified in the CTC Community Mobilizer job description and skill assessment. 6. The Contractor shall require any person supporting facilitation of the broader coalition to be cross-trained as a CTC Community Mobilizer to support effective implementation and coalition management, when needed. 7. The Contractor shall require that all Community Mobilizers using the CTC Plus system have successfully completed the Community Mobilizer Training, content mastery assignment, and working with a CTC coach in advance of launching CTC Plus in their communities. 8. The Contractor shall adhere to all CTC Plus license agreement requirements. 9. The Contractor shall facilitate the CTC Coalition toward implementation and improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, , incorporated and made part of this Contract by reference. 10. The Contractor shall participate in monthly coaching calls, share updates and upcoming coalition or workgroup meeting agendas, and request support prior to implementation of milestones to the CTC Coach at CDPHE. 11. The Contractor shall include CTC Community Mobilizer staff on the monthly call for needed TA and coaching on upcoming CTC phases and milestones. 12. The Contractor shall provide a list of middle and high schools in their community to the CU Anschutz HKCS team to encourage focused recruitment of those schools in the HKCS. 13. The Contractor shall act as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration.

14. The Contractor shall enter into a report sharing agreement with local schools to receive HKCS scaled risk and protective factor reports once every two years, when possible.
15. The Contractor shall request technical assistance from UCB to interpret the results in the scaled risk and protective factor reports that use HKCS data.
16. CDPHE will provide available Healthy Kids Colorado Survey data at the regional and state level found at www.healthykidscolo.org This information is incorporated and made part of this Contract by reference.
17. The Contractor shall assist in all data collection efforts from UCB in order to help with continuous program quality improvement, as requested.
18. The Contractor shall recruit a minimum of one (1) youth advisor and one (1) family leader to participate on workgroups within the community group of stakeholders engaged in the CTC project. Family leaders may include graduates of the Family Leadership Training Institute.
19. The Contractor shall use the Office of Health Equity's Sweet Tool on Community Engagement to move through the spectrum of engagement toward Shared Leadership with coalition members. - https://drive.google.com/file/d/119lenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view This information is incorporated and made part of this Contract by reference.
20. The Contractor shall encourage participation of all community members by considering how the following may impact participation and providing ease of access to these items, when possible:
    a. convenient location,
    b. meetings held at a convenient time that does not conflict with work and school schedules,
    c. available public transportation,
    d. childcare accessibility,
    e. interpretation needs, and
    f. food.
21. The Contractor shall seek to reimburse community coalition members for their time and expertise if they participate outside of their employment or paid time.
22. The Contractor shall provide language interpretation at CTC project meetings when there are non-English speaking community members participating.
23. The Contractor shall identify the ways in which CTC community mobilizing contributes to oppression in the community, and recognize and take action to address the impact that racism and other intersectional oppression has on individual and population health.
24. The Contractor shall carefully consider potential harmful consequences on specific groups within the community through implementation of the identified strategies or programs. This may include using a racial equity impact assessment prior to implementation and monitoring process and outcome data during implementation for disproportionate impact. An example can be found here, though the Contractor can propose using a different but nationally recognized impact assessment. https://www.raceforward.org/sites/default/files/RacialJusticeImpactAssessment_v5.pdf. This information is incorporated and made part of this Contract by reference.
25. The Contractor shall use annual feedback from the key leader and community board members as well as from the coach to identify opportunities for development and quality improvement that will support program outcomes.
26. The Contractor shall develop the skills of staff working on the project by attending identified trainings, including grantee meetings, the community

	mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, and other trainings as identified. 27. The Contractor shall use the positive youth development rubrics (adult and youth version) to build capacity and evaluate effective youth involvement aligned with HB 13-1239 - Colorado Statewide Youth Development Plan's identified strategic efforts to achieve positive outcomes for all youth. 28. CDPHE will provide a menu of primary prevention strategies across the socioecological model for implementation by communities. These community-level systems change strategies will be based on the best available research and evidence for the prevention of risk and promotion of protective factors in communities. 29. The Contractor shall select strategies for implementation in the community action plan from the menu of primary prevention strategies to be provided by CDPHE. 30. The Contractor shall select programs for implementation in the community action plan from a reputable evidence-based program clearinghouse, including the Blueprints for Healthy Youth Development. 31. The Contractor shall utilize technical assistance from UCB and from other subject matter experts on using research-informed best practices in implementation. 32. The Contractor shall utilize technical assistance from UCB on best practices in evaluation development and monitoring. 33. The Contractor shall create a proposal for any innovative strategies not currently on the menu of primary prevention strategies using the approved CDPHE proposal template. The Contractor shall provide the proposal via email to their assigned CTC Coach for review by the entire CTC team for evidence-informed approaches. 34. CDPHE will review any innovative strategy proposal submission within 15 business days of receipt and provide feedback and questions for further clarification. 35. The Contractor shall create a community action plan that meets the criteria set out in the CDPHE community action plan guidelines. 36. CDPHE will review and provide feedback on parts one and two of the community action plan within 20 business days. 37. The Contractor shall consult with their CTC Coach on feedback for parts one and two of the community action plan prior to strategy and program implementation. 38. The Contractor shall consult with their CTC Coach prior to making changes to parts one or two of the community action plan that would alter the objectives of either plan. 39. The Contractor shall review part one of the community action plan with the Key Leader Board (KLB) to highlight leveraged efforts and funding for selected strategies and programs and to receive the KLBs' advice and suggested changes prior to developing part two of the community action plan. 40. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf as they relate to health communications and is incorporated and made part of this Contract by reference. 41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the community action plan. 42. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns.

	43. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website www.colorado.gov/marijuana. 44. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. Information requested will align with the statewide evaluation plan from UCB and continuous program quality improvement efforts. 45. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution gift cards, d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient. 46. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change.
Expected Results of Activity(s)	Reduce negative health outcomes among Colorado youth, including substance misuse, mental health, and violence by lowering risk and increasing protective factors in the lives of youth and implementing evidence-based policies, practices, and programs to address those factors using the *Communities That Care* model across Colorado.
Measurement of Expected Results	Final progress and outcome evaluation results, including: a. documented progress on the CTC Milestones b. community action plan identifying how the community will address the priority risk and protective factors related to improving youth health outcomes, including substance misuse prevention. c. implementation of community action plan, including evaluation activities

		Completion Date
Deliverables	1. The Contractor shall submit a progress report using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually
	2. The Contractor shall submit a data prioritization report which highlights the selected risk and protective factors for prioritization in the community, including any quantitative and qualitative data that relates to the selection.	No later than 18 months after funding begins
	3. The Contractor shall submit a Community Action Plan Part One that addresses the identified gaps found in the community assessment and prioritized strategies and programs to address these gaps.	No later than two years after funding begins

	4. The Contractor shall submit a Community Action Plan Part Two that includes the implementation, evaluation, and funding plans for the prioritized strategies and programs.	No later than 30 months after funding begins
	5. The Contractor shall submit a final report that provides an overview of all activities implemented in the five (5) years of funding.	No later than 6/30/2026

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CTC Coordinator. 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. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

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 CTC Coordinator 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.

Attachment D: Option A Application Form
Communities That Care (CTC) in Colorado
Shared Risk and Protective Factor Approach to Substance Misuse Prevention
Request for Applications (RFA)

Name of Applicant Agency: Gunnison County
Community Name (to distinguish between multiple applications from the same agency to work in a second community): Gunnison County Substance Abuse Prevention Project (GCSAPP) -CTC

Community Descriptors and Commitments
Which of the following describes your organization:

i. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care model, which may or may not be right in your community. Is your community in agreement that the Communities That Care model can be effective in your area to address youth health outcomes by organizing the community, reviewing data on risk and protective factors among youth, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes
☐ No (*this eliminates your community from eligibility for these funds. Please do not submit an application.*)

ii. Which of the following describes your community?

☐ Urban as defined by the USDA
☒ Rural as defined by the USDA
☐ Tribal

iii. County/Tribal Land drop down list
Gunnison County

Application Narrative: (375 points total)
Please respond to each question below and keep this entire document to a maximum of 17 pages (including the Community Descriptors and Commitments above). These questions are grounded in research about the 6 Elements of Effective Coalitions and provide the applicant with the opportunity to describe their level of readiness to facilitate a high functioning coalition that will generate and support the implementation of a community-wide (not agency-specific) comprehensive community action plan for primary prevention.

Community Description (65 points)

1. What are the geographic boundaries of the community that you will apply to work within and/or a specific population within that boundary? For example, LGBTQ youth across Denver County vs another intent to apply may list the SW side of Denver including X, Y, and Z neighborhoods. Please be sure to include the number of schools and districts, as well as various municipalities that fall within your boundaries. Share a bit about the intention behind setting these boundaries.

This grant will serve all Gunnison County residents with an emphasis on youth K-12, their parents and young adults 18-35. Gunnison County is a remote frontier county located in south central Colorado. The bulk of Gunnison County's residents live in Crested Butte and Gunnison, or within the 30-mile valley between the two towns. There is one school district that serves all youth in the valley, RE1-J and one charter school in Marble. Also, within the county are small towns of Pitkin, Almont, Ohio City, Sargents, Marble, and Somerset. GCSAPP defined these boundaries when it first established in 2007 and continues to work to serve the whole frontier county with emphasis on youth, parents and young adults.

2. Please describe the demographics and various types of diversity within the population listed in Question 1.

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons Gunnison County has such a high population of young adults is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to 2019 Healthy Kids Colorado Survey (HKCS) Data, 14.3% of high school youth identify as Gay/lesbian/bisexual and 1% of adult County resident identify as Gay/lesbian/bisexual. There are limited resources and education for our LGBTQ community members. The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population versus the county measure of 9%. County Census data reports 87.1% of residents identify as White alone, 2.6% identify as American Indian/Native Alaskans, and 1.9% identify as 2 or more races. Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure that has not kept up with the change in demographics. The median household income in Gunnison County is $54, 979 compared to the state, which is $77, 127. The percentage of people 25 and older living in Gunnison County with a bachelor's degree or higher is 38.5% compared to the state, which is at 25.2%. While many residents in Gunnison County are highly educated, they get paid $22,148 less per year on average making the rural community residents vulnerable to financial insecurities. In addition, Gunnison County is growing rapidly (Census.gov). From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community. The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County. Differences between the Crested Butte (North) end of the valley and the City of Gunnison (South) end are stark. A plethora of second homes, a high school listed in the US News top 100, a 9% poverty rate, and a population that is 96.7% white define the charming resort town of Crested Butte. Contrast that with the City of Gunnison's 25.6% poverty rate, and an impression of wealth distribution becomes clear. Greater wealth = better schools = higher cost of living. This fosters a commuter culture where Crested Butte's workforce lives down valley resulting in a degree of wealth and class segregation.

3. What are the issues/challenges(s) faced by the youth and families in the applicant community(ies)? Include reputable data for the community or the region in which the initiative will be implemented, which may include the Healthy Kids Colorado Survey (HKCS) and other local data sources.

Gunnison County was established in 1877, one year after Colorado gained its statehood. The early residents were hardy mountain men and women who trapped fur, mined, ranched and otherwise survived a harsh climate. The rocky geography and brutal winters forced early residents to adopt an independence that can still be seen in current residents. Today, Gunnison County is a tourist destination, home to Crested Butte ski area and to world-class fishing, mountain biking, and other high-risk, outdoor adventure activities. These community characteristics attract residents and tourists with lifestyles that encourage a festival culture, including the use of substances as part of the experience. Some folks believe that part of living in the high country is getting high: one of Gunnison County's biggest community risk factors. Rugged individualism, risk-taking behavior, and the isolation that results from communities and homes spread across wide swaths of land contribute to the high suicide rate found in ski towns across the Mountain West. [1] Like most ski area towns, the economy of the north end of the valley (Crested Butte) is seasonally based. When one season ends, residents must scramble to find another job to cover the high cost of living. Inconsistent income places enormous stress on individuals, families, and relationships. Due to the transient nature of the community, residents often lack intergenerational relationships and deep social connection. When life gets difficult, the social support system needed to weather the storm is not

in place. Add the long, dark, exceptionally cold winters and altitude-induced low serotonin levels, and it is inevitable that the community has a high risk for substance use and mental health disorders.
As with most rural, frontier regions, health disparities are prevalent. Access, availability, affordability, cultural variants, extreme poverty, and individual behavioral factors heighten healthcare challenges. Gunnison County is designated as a Health Professional Shortage Area for primary care providers and mental health providers. [2] From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on existing limited resources. [3] CDPHE's Community Level Estimates (CO BRFSS data 2014-17) list Gunnison County in the highest quintile for marijuana use, heavy drinking, binge drinking. Many residents of Gunnison County experience delayed medical care due to cost resulting in a large percentage of adults who do not receive regular medical check-up. There is no doubt that high poverty rates, particularly among the Hispanic population, are a huge issue and affect access to care.
In a state with high substance use rates, Gunnison County's are among the highest. In the US, Colorado is 9th highest in drug use by state, 4th highest in number of drug users and 3rd highest in number of adults with unmet drug treatment needs. [4] The adult excessive drinking rate in Gunnison County was 25.5% between 2016 and 2018, third highest in the state. Youth growing up in Gunnison County are exposed to alcohol use and abuse and experience relaxed social norms. The ski and tourism industry, alongside the ranching sub-culture, promote alcohol through advertisements and norms of casual use. According to 2019 HKCS data, 64.2% of youth think it would be "sort of or very easy" to get alcohol. Local data shows that between 2010 and 2017 students perceived favorable parental attitudes of substance use. Youth use rates mirror a higher than state average adult binge drinking rate. According to GCSAPP's 2020 Community Survey, adults also self-reported a 24% binge drinking rate, with 8% of adults reporting binge drinking on 3 or more days in the past 30 days. Additionally, the survey results reinforced the youth data that supports the risk factor of community norms favorable towards substance use, with nearly 80% of adults reporting alcohol being favorable.
GCSAPP keeps a pulse on mental health rates as part of their substance abuse prevention efforts. Gunnison County has seen an increase of death by suicides in the past three years. From 2016 to 2019 Gunnison County experienced an average of 8 suicides per year with a total of 33 deaths over the 4-year period. In 2016 Gunnison County saw 10 deaths by suicide, in 2017 there were 8, in 2018 there were 9, and 2019 there were 6. Of those who ended their life by suicide 32% were receiving mental health treatment according to the Colorado Violent Death Reporting System, 2016-2018, Colorado Department of Public Health and Environment. Additionally, between 2016 and 2018, 32% of Gunnison County residents who ended their life by suicide had a toxicology report that indicated alcohol present at death compared to the state rate of 28%, for opioids present the rate was 20% compared to the state rate of 13.6%. GCSAPP understands that the high rate of suicide violence impacts the health of all residents. According to the 2019 HKCS, the number of youth reporting "feeling hopeless or sad" has risen to 29.6%; in 2010 the rate was 15%. There are also more instances of youth reporting consideration of suicide; 17.6% in 2019 compared to 12% in 2010.
WCU also experiences high rates of substance use and binge drinking. Gunnison High School students can attend concurrent enrollment courses on campus, elevating their exposure and access to a variety of illegal substances. In the fall of 2017, Western administered the NCHA ACHA. The survey was completed by 257 Western students. 68% of respondents reported alcohol use within the last 30 days, which is 9.2% higher than the national average (58.9%). 28.4% of respondents reported they consumed five or more drinks in a sitting on 1-2 occasions within the last two weeks, which is 7.2% higher than the national average (21.2%). Only 38% of Western respondents reported having a friend let them know when they've had enough, compared to the national average of 45.8%. Between 2015-17, approximately 30 students were reported to have been hospitalized due to substance overdose (18 alcohol related, three marijuana related and 9 over-the-counter drugs/other). Perhaps an even more troubling statistic is that, during a typical academic year, one out of every 93 of WCU's students is hospitalized for high-risk behavior. There is a gap in services for young adults in Gunnison County when it comes to addressing risk factors, specifically with community norms that favor substance use.

Gunnison Valley Hospital (GVH) completed a community health needs assessment in 2017. This assessment ranked behavioral health and substance use needs as among the highest health needs in the county: Mental Health (ranked # 1), Suicide (#4), Alcohol (#5) and Drug Abuse (#18). As a rural frontier community, one of Gunnison County's most challenging determinants of health is stigma. With three grocery stores, three pharmacies, and one (recently closed) movie theatre, the lives of Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose daughter is dating the pharmacist, whose father is your employer, whose sister is the only psychiatrist who is treating your husband for SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs (including housing and food security), lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services. Fifty-eight percent of renters pay over 30% of their household income for rent each month and 26% of Gunnison County renters pay over 50% of their household income for rent. While an estimated 83% of children under age six live in households with both parents in the workforce, there were only 368 full-time licensed child care slots for the 779 children under the age of five (2017).[1] Local assessments through GCSAPP determine community readiness and community needs and define strategies, goals and objectives to prevent or delay substance use for youth. Using eight years of longitudinal data from the 2019 HKCS, 2017 Communities That Care (CTC) supplemental questions, Colorado Behavioral Risk Factor Surveillance System data (BRFSS), 2020 Gunnison County Community Survey and the Community Health Needs Assessment from the Gunnison Health system, GCSAPP has prioritized the following three risk factors in the County: community norms favorable towards substance use, high availability of substances, and extreme economic deprivation with emphasis on toxic stress. Through the CTC strategic framework, the GCSAPP coalition identified two strategies to strengthen protective factors in Gunnison County: promote Positive Youth Development (PYD) broadly across the community, and provide education on toxic stress. GCSAPP utilizes upstream and primary prevention efforts, beginning with elementary school children and their parents.

4. How are members of your community trying to solve these challenges?

An intersectoral approach is practiced in Gunnison County. In 2007, the risk factors listed above led to the County being awarded a non-competitive grant to prevent substance abuse at the community and systems level. The grant resulted in the creation of GCSAPP, and has allowed the County to address substance abuse prevention efforts targeted to the youth population. GCSAPP's efforts target students enrolled in the RE1-J district (the only school in Gunnison County), their parents, homeschooled youth and the community as a whole. GCSAPP collaborates with WCU and will target the University student population as part of this grant.

In 2014, a Community Builders' Task Force was formed among local government, nonprofit, and business leaders with the goal of "achieving a more prosperous and successful future for all of our Valley's communities." The Task Force created the One Valley Prosperity Project (OVPP), a one-year planning process garnering input from 1,200 community members. GCSAPP's coalition members were part of this process. The OVPP participants represented a diversity of ages, cultures, and economic strata, and articulated a community vision, values, and desired future. Data was consolidated into the comprehensive State of the Valley Report (SoTV), and One Valley Prosperity Strategy (OVPS) was produced. The SoTV identified that Gunnison County residents love their community, yet struggle with serious disparities between the costs of living here and their ability to earn enough for themselves and their families to survive and thrive. This work led to the creation of the Health Coalition of the Gunnison Valley, the umbrella coalition that most community organizations, coalitions and nonprofits that collaboratively works on issues related to the health and well-being of community members fit under.

[1] Gunnison County Early Childhood Landscape, 2017

Additionally, Gunnison County is working to reduce barriers to accessing health care, decreasing stigma, and creating a comprehensive behavioral health plan that is community-wide. GVH recently added a Behavioral Health Department and is spearheading a community-wide behavioral health strategic plan. Gunnison County is working to increase access to behavioral health services through scholarship programs, providing support for early childcare centers and families impacted by the challenges of COVID-19, and increasing access to youth mental health through the GCSAPP-led Youth Wellness Program that offers up to 4 free wellness sessions to any youth 12 and older. The Gunnison Consortium is also working to decrease stigma with the locally made "Humanizing Addiction" campaign.
WCU has been implementing the Peer Health Educators program for the past two years which is a peer-to peer education model. The Peer Health Educators provide specific risk and protective factors information to their peers about substance use, behavioral health, sexual health and suicide prevention. GCSAPP's and partnering agencies work in the community resulted in significant progress reducing the number of teens using alcohol, as measured by longitudinal HKCS survey data 2010-2019.
Prevention and early intervention program providers work together to strengthen existing networks of service. Gunnison Valley Mentors (GVM) provides a variety of evidence-informed mentoring strategies to youth referred by school, mental health and human services personnel, GCSAPP provides community mobilization through coalition work and prevention education to students in the schools and their parents. High Fidelity Wraparound receives referrals from GVM and the RE1-J School District, and RE1-J supports primary prevention services with allowable time for prevention education curriculum, youth referrals, office space for mentors, and information sharing.

5. Describe current and past primary prevention (upstream or before there are any known or diagnosable concerns) strategies being implemented by the lead or partner agencies to prevent risk factors and improve protective factors among youth and families in your community. Describe successes and challenges for those efforts.

Improve Access to Supports for Families- Building Family Friendly Workplaces - Community Outreach on Toxic Stress - Strategy Description – The goal of this strategy is to educate the community broadly about the impact of Toxic Stress and the importance of Family Friendly Workplaces. GCSAPP is working to provide education and professional development opportunities focused on raising awareness around Adverse Childhood Experiences (ACEs), the impact of toxic stress and positive childhood experiences. GCSAPP has hosted community discussion and promotes awareness around the importance of family friendly business practices. The coalition held several meetings identifying key activities, timeline, and individuals responsible for carrying out the tasks. The activities were then reviewed by the entire coalition and various individuals from the coalition signed on to lend their support with the identified activities. Many of the activities are focused around creating a shared understanding of what toxic stress is and how we see it play out in our community as well as the importance of supporting positive childhood experiences to help buffer toxic stress. The coalition felt strongly that providing information and support around family friendly business practices was a way to begin to address some of the toxic stress experienced in our community. Success of this strategy is cross-sector support and financial contributions from local government, health organizations and nonprofits. Challenges include the continued complications of COVID on community adults and youth.

Promote PYD and Social Development Strategy (SDS) Broadly Across the Community
Strategy Description –The PYD subgroup held several meetings identifying key activities, timeline, and individuals responsible for carrying out the tasks. The activities were then reviewed by the entire coalition and various individuals from the coalition signed on to lend their support with the identified activities. Many of these activities fall within the core component of enhancing community capacity, and involve furthering training opportunities for youth-serving agencies within the community. The coalition works to weave PYD into all of our efforts. One specific program that GCSAPP has been operating since 2010 that promotes the social development strategy and PYD is the Choice Pass program (CP). CP is available to all 6th-12th grade youth and their parents that support students' commitment to remain alcohol and drug free throughout the school year. Youth are offered discounts to the local ski resort, community center and

businesses as well as opportunities to engage in leadership programs, build skills and have occasions for recognition in the community for their healthy choices. The program also includes educational events for youth and parents to help educate and navigate difficult conversations that surface during adolescence. Successes include continued enrollment in the program of approximately 60% of 6th -12th grade youth in the community with over 95% success rate (no substance use), increased education for parents and community, increased trusted adults and recognition for youth making healthy choices. Challenges have been our community norms favorable towards substance use and parental enabling as well as COVID related challenges for having activities and events for youth. Youth Wellness is the newest community program that follows the SDS/PYD model. Youth Wellness was created by a group of teens who care for the health and well-being of their peers with help from Juvenile Services. We are advocating to help teens by offering up to four confidential counseling sessions with a trained mental health professional (provided within 72 hours of when the request is made) AT NO COST for youth 12-18 years of age. These two programs highlight the success with this strategy and the biggest challenge has been the lack of PYD "Train the Trainer" opportunities for staff to be trained.

Reduce promotion of and access to substances in the community – Strategy Description – Through this strategy the coalition is working on increasing awareness of local Social Hosting Ordinances. Currently the City of Gunnison and Town of Crested Butte have social hosting ordinance and the GCSAPP Coalition is working with community stakeholders to revise and align them so they are consistent across communities. GCSAPP is also working on educating parents, youth and community members about social hosting and the importance of having safe spaces for youth. Challenges we face are the community norms that are favorable toward substance use, an increase in social hosting since COVID with lack of enforcement of the ordinance. Successes include cross-sector representation on the workgroup and interest in stakeholders to align ordinances. The City of Gunnison has earmarked 50% of local marijuana excise tax for prevention and GCSAPP has worked with the City and community partners to ensure that council has a solid understanding of risk and protective factors and that upstream prevention efforts include equitable access to early childcare. The biggest success is the shared community understanding of risk and protective factors.

Safe Storage and Disposal of Prescription Drugs. Prescription related prevention efforts are taking place in primary medical offices, orthopedic offices, dental offices, pharmacies, and at GVH including the promotion of "Take Meds Seriously," a state-level campaign advocating for safe use, storage and disposal of prescription drugs, and permanent prescription drug drop-off locations. In the 2017 Community Survey, 59% of respondents indicated that they knew where to deposit unused or unwanted prescription medications. In October of 2019, WCU and the Crested Butte Town Marshal's office participated in the nationwide Drug Take Back Day. Lock boxes were distributed to participants as an incentive to improve safe storage in the community. Successes are the number of community partners and providing education for prescribers and parents. Challenges are high availability of drugs (in part due to the number of orthopedics in the valley) and norms around keeping unused medication for future injuries.

Direct Education -SEL - GCSAPP provides direct social-emotional education in the RE1-J school district for all 6th and 9th grade health classes in one of the area's schools. The RE1-J school district, with the help of GCSAPP, is implementing social-emotional curriculum in the elementary and middle school population across the district. Skills for building resiliency and developing self-efficacy are cornerstones of these curriculums. Education is also provided on the biopsychosocial aspects of addiction and substance use and GCSAPP addresses the effects of substance abuse on families and communities. The biggest successes are the ongoing partnership and support of the school district and the relationships between the Education Specialist (trusted adult) and youth. Challenges are the complexity of the school schedule to deliver curriculum to fidelity across all grades.

Youth led Suicide Prevention programming – Environmental Strategy -GCSAPP works with the RE1-J School District and WCU to facilitate the Sources of Strength (SOS) program in local schools and WCU. SOS is an evidenced-based suicide, bullying and sexual violence prevention program that utilizes an environmental strategy and is implemented across four schools and community-wide. The success is

the implementation across schools to employ this as an environmental strategy and the challenge is continued school and administration buy-in to provide adequate time.

6. Dismantling racism and other intersecting oppressive systems is vital to creating a space for authentic community engagement in CTC coalitions, and imperative to create lasting change in communities. Describe the applicant agency's approach (or planned approach) to addressing systemic oppression, including racism or other types of oppression prevalent in your community. This webinar from the American Public Health Association may be useful to think of the mechanisms of oppression and how you might address those.

Gunnison County responded to the current racially charged events that occurred this summer throughout the United States. Recently, a community group initiated a Black Lives Matter (BLM) subcommittee in Crested Butte to try to understand how privilege and inequities show up and impact our community residents. The GCSAPP Education Specialist is part of this subgroup as a representation of the coalition and is supporting the Education Subgroup of BLM Subcommittee. The Education Specialist also helps to ensure that there are youth voices at the table. Additionally, the Education Specialist's position was modified this year in order to better utilize her skills as a LCSW, increase compensation and meet the needs of our community youth. In the new job description her role is responsible for "Proactively addressing the racial disparities and other biases that exist across systems in which youth interface and recommend strategies to address."

GCSAPP is housed under Juvenile Services and the department is contracting with an outside entity to provide an equity lab for all staff that will start in 2021. The goal is to begin to dedicate time for self-reflection and understanding to be advocates for change in local systems. Gunnison County's department of Health and Human Services began their equity lab in 2020. Both departments are leading the County departments in understanding racism and other intersecting oppressive systems and intend to be the catalyst for change across other County departments. Additionally, the RE1-J School District is addressing racism, inequity and oppressive systems as part of the new district wide SEL programming with which GCSAPP is assisting.

Implementation of a Model Grounded in Prevention Science (94 points)

7. Describe why the applicant believes that sharing power with community members to lead prevention decisions will be the most effective process to move forward. Specifically, share what the Communities That Care model will create lasting change by identifying and implementing prevention strategies in the selected community.

GCSAPP believes that sharing power with community members to lead prevention decisions is essential to the success of prevention work in Gunnison County. As stated earlier the GCSAPP, coalition has representation from across all 12-sectors of the community as recommended by CDPHE and SAMSHA. GCSAPP understands the importance of each sector representative's active involvement. Each of our sector representatives brings a unique set of knowledge, skills and experiences to the work of the coalition. They contribute to our coalition's efforts to reduce youth risk factors and increase protective factors. Two key stakeholder groups that participate in this shared power are parents and youth. The CTC framework has allowed for greater participation of youth voice and using an upstream approach to prevention has helped to engage parents in community conversations about difficult topics. One example is having community discussions about alcohol use/misuse using a mental health and suicide prevention lens. Historically, this has been a topic that illicit resistance but using the CTC lens the community members hear the information differently and are more receptive to discussing.

The CTC framework has solidified the language we use to talk about prevention; the public health approach to prevention and the risk and protective factors model has been a seamless transition. This framework allows us to work on substance abuse prevention, suicide prevention and mental health concurrently with the same strategies. This is integral to our coalition and community work as we have seen that those three issues are interconnected. This has also allowed us to have a holistic lens of prevention and the ability to secure funding from diverse sources.

Other ways that CTC has made lasting change in our community is by increasing support and buy-in from the local newspapers, hospital system and other community partners who have not been at the table for prevention efforts in the past. Our ability and dedication to engaging youth and having them as partners at the table is another success that is directly related to our CTC efforts. We have established relationships with key faculty at WCU and have had nine youth work for our coalition in the past four years.

8. Describe the applicant or defined community's current and past successes to use data to inform decisions and priorities, and use evidence-based or scientific best practices to implement programs or policies in the community.

Research and evaluation results are used to inform program changes that will improve outcomes. GCSAPP staff are exceedingly experienced at monitoring and tracking programs for fidelity, dedicate staff time to weekly tracking tasks and are committed to the highest levels of professionalism in program administration. GCSAPP has facilitated the administration of the HKCS in Gunnison Watershed School District for the last 12 years and information is locally available annually. This survey is administered to over 840 youth and CU Denver evaluates and creates local, health statistic region and state reports that we receive annually. HKCS data will be used to collect past 30-day use rates for alcohol, marijuana and prescription drugs, binge drinking rates, perception of harm for marijuana and alcohol, and protective factors.

GCSAPP has also administered community surveys, rotating every 3 years since 2010. This provides us information about parental and community member's perception of both their own children's use and other youth in the community. It also asks about perception of harm and community norms. GCSAPP will also use local and regional health data from community partners; GVH, CMH, GVM, and WCPHP.

During the past 12 years GCSAPP has successfully implemented prevention programming with the assistance of community collaboration and state and federal grants. Two of the grants that have been implemented with measured success are Tony Grampsas Youth Services (TGYS) and Drug Free Communities (DFC). TGYS helped with the CP and with the Pass the Knowledge social norming campaign.

CP started as a pilot program in 2012 in order to provide alternative activities for youth. In 2012, the program started with 95 youth, with hard work from the coalition and the support of funding it has grown to 648 youth in 6th – 12th grade. Through this program, parent-youth education dinners grew from an average of 15 attendees to an average of 40 attendees per presentation. The GCSAPP coalition has seen a decrease in past 30-day use between 2009 and 2016 in three targeted substances; alcohol, marijuana and tobacco (HKCS). Additionally, the number of youth who reported riding in a car with someone who was drinking decreased from 25% in 2010 to 16% in 2015 (HKCS, 2010/2015).

With funding from DFC and the integration of the CTC model, GCSAPP has been able to successfully grow the community coalition, create and maintain a youth voice, educate parents using a parenting handbook (English and Spanish) and ensure that GCSAPP is a household name in the community. The coalition has representation from all 12 sectors and actively engages in strategic planning and implementation. The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison so youth can become healthy, stable and productively involved in their communities. GCSAPP has a unified definition of prevention: "Prevention is a process that promotes healthy youth, parents and communities. The GCSAPP coalition uses education, policy and programming informed by community data, needs and culture to promote protective factors and reduce risk factors." The coalition lets data tell the story (quantitative and qualitative), and is committed to addressing all community risk factors and protective factors using evidence-based and culturally relevant programming that fits our community. Data also allows GCSAPP to embrace change and as a mobilized coalition we can address additional risk and protective factors as applicable.

9. Describe the applicant's current and past successes to implement community-driven system changes that improve the lives of all citizens, specifically benefitting those that had previously been systematically disenfranchised by oppressive policies. Be sure to include any limitations

your agency may have in supporting this type of local policy, systems, and environmental changes.

Community Health and Equity was one of four pillars the OVPP identified as a source of prosperity for all community members. The OVPP gave authority for the formation of the Gunnison Valley Health Coalition (GVHC) to carry out three goals around this pillar: 1) meet the Basic Needs of the community (food, shelter, and safety/security); 2) enhance and improve positive Healthy Youth Development opportunities for ages 0-20 years; and 3) meet the Health and Wellness (physical, mental, dental, and spiritual) needs of all residents. As indicated above, community leaders and champions in the community support the CTC and community prevention efforts. During the past 5 years, the community has been working collaboratively with the Health Coalition of the Gunnison Valley (HCGV). The Leadership Team consisting of the Director of Gunnison County Department of Health and Human Services (HHS), the County Health Officer, the Director of Community Impact of the Community Foundation of the Gunnison Valley, the Director of the GVH Foundation, Director of Juvenile Services/CTC facilitator, Adult Protective Services Manager, and Gunnison Valley Family Physicians (GVFP) manager.
The Basic Needs group focuses on housing, food security, and safety. Its 20+ members include representation from nonprofits like the local food pantry, Hispanic Affairs Project of Western Colorado, Inmigrantes Unidos, the local public library, and faith communities. The Health and Wellness group focuses on access to health care services and social determinants of health. Members include Gunnison HHS, the GVH System (EMS, Hospital, Long-Term Care, Primary Care, and Health Foundation), CMH, GVFP, GCSAPP, Six Points, Tri County Health regional contact, Red Cross, private behavioral health providers, CBSOM, Project Hope, and Veteran Services. The Youth Development group focuses on healthy behaviors and development of our youth and includes representatives from GCJS, RE1-J School District, Gunnison Hinsdale Early Childhood Council, Gunnison Valley Mentors, Social Services, CBSOM and WCU. The work the HCGV and all of the partners are doing are aimed at addressing and implementing community-driven system change that benefits the lives of all of our community members. Successes of the HCGV include strategic planning and shared knowledge across community partners.
GCSAPP works with youth and families in the community to better understand cultural needs and barriers. GCSAPP has facilitated focus groups with youth, parents, the immigrant community, school and businesses. GCSAPP is also part of the rural resort community of practice statewide to understand the complexity of rural resort culture and how to provide programming that is inclusive of youth needs and interests and understand how extreme economic deprivation and privilege show up in our communities. These efforts allow us to draw on community-based values and understand the cultural context of the community to plan, implement and evaluate prevention programming.
Identified limitations in supporting policy, systems and environmental changes to improve the lives of citizens that have been disenfranchised due to the lack of bilingual professionals, limited resources that support culturally diverse community members, and lack of affordable housing.

10. Please review the example Work Plan, linked here. This format is typical for contracts generated by CDPHE. Describe any concerns or changes you would suggest to this work plan prior to agreeing to implementing the CTC model following this guidance. Please do not resubmit a work plan with your application.

No foreseen need for change.

11. Describe how you will identify needed skills or learning opportunities for coalition members and your agency's plan to help develop the skills and knowledge of those community members.

GCSAPP uses the SAMHSA's Strategic Prevention Framework (SPF) model in sustainability planning and building capacity. According to SPF, capacity refers to the "various types and levels of resources available to establish and maintain a community prevention system that can identify and respond to community needs." While this definition focuses on resources, the SPF goes on to state that capacity also depends on the readiness of both the organization and the broader community to actually commit their resources to addressing the identified problem(s). Prevention partners throughout the valley are dedicated

to developing competencies for volunteers and personnel. GCSAPP Coalition members attend the Shared Risk & Protective Factor conference, the CMP holds monthly training sessions, all partners collaborate to organize and attend conferences and workshops about trauma-informed care, ACEs, PYD, Strengthening Families, 2Gen, inclusion, equity, providing safer spaces for LGTBQ+ students, suicide prevention, and other related topics. GCSAPP solicits feedback from coalition members and parents on an ongoing basis and annually at the December Coalition meeting to inform which skills and learning opportunities are needed.

12. Funding from this application can only be used for the backbone agency to build the knowledge and skills of coalition members to lead upstream prevention efforts outline in the Community Action Plan. Funds cannot be used on implementation of programs and strategies identified within the plan. Describe the applicant's approach to building the knowledge and skills of partner organizations within the community to apply for funding and lead the implementation of programs and strategies prioritized by the coalition in the Community Action Plan to ensure sustainability of key prevention efforts. For a definition of the Community Action Plan, please refer to the definitions found within the RFA or SOW.

GCSAPP has been the backbone agency of the CTC grant for the past 5 years and will continue to serve as the backbone agency for this grant. GCSAPP has a successful past of building the knowledge and skills of coalition members and community partners for the past 13 years. The coalition is a trusted organization in Gunnison County and is often looked to as authorities in the prevention and behavioral health fields. The GCSAPP/CTC Community Action Plan that was created by the coalition prioritizes two strategies that the community has been working on; building support for Family Friendly Business Practices (FFBP) through education on toxic stress and promoting PYD broadly across the community. During the past two years GCSAPP has worked to increase capacity of staff to provide the PYD and ACEs training locally in order to sustain efforts. Two coalition members are trained as ACE Master trainers and two coalition/staff members will be trained as PYD trainers in 2021. This will help to ensure that GCSAPP can continue to build the knowledge and skills of coalition members and the community with foundational education of the two strategies. GCSAPP has worked towards sustainability of strategies for the past two years and uses braided funding from grants and partner agencies to leverage all prevention work. As stated previously GCSAPP has cross-sector representation which provides valuable insight and collaboration in upstream prevention efforts and helps to ensure sustainability. The following is a description of what GCSAPP has done to build knowledge, skills and capacity for each sector and ways in which each sector can contribute or lead the implementation of strategies and programs identified by the coalition.

Youth –University Representatives serve liaisons between WCU and the coalition, helping to coordinate prevention events and messaging for university youth and to advise the coalition on university student needs. University youth are trained in the risk and protective factors model, focus groups facilitation, and SOS. They help to engage high school and middle school youth.

Parent – Our parents provide valuable insight from a parental perspective, volunteer for events, spread prevention messaging across their peer groups, and serve on our Executive Committee. Parent coalition members connect with other parents and provide education from parent to parent. We seek feedback directly from parents about education/training topics of need and deliver 8-10 educational presentations.

Business – We work with the Chamber of Commerce to disseminate information to businesses. Local businesses contribute community donations for events, and they support and recognize youth in the community for making healthy choices following SDS.

Media – Media representation in the coalition ensures there is coverage of prevention work/events in the paper using a positive norming framework when appropriate, and collaboration on advertising strategies. This ensures that prevention messaging is shared broadly in the community which builds education/awareness of efforts across the community.

School – School partners provide the link between the coalition and teachers/ administrators/ counselors, and participate in SEL curriculum development and implementation. The school has been partnering with GCSAPP since 2006 to administer the Healthy Kids Colorado Survey and use the data to drive our work.

The school collaborates with GCSAPP on grant writing efforts in order to find funding to sustain the SEL and prevention work for youth. The School is also part of the rural resort community network and attends professional development training as part of the coalition, including annually attending the Shared Risk and Protective Factors Conference.
Youth Serving Organization – GVM is a key partner that collaborate with us on prevention education to youth and provides healthy alternative activities to youth. Staff members attend professional development trainings as part of the coalition, including annually attending the Shared Risk and Protective Factors Conference. GVM collaborates with GCSAPP on grant writing efforts to find funding to sustain prevention work for youth including direct service in the schools and PYD. They are the lead for PYD trusted adult efforts and we will work with them as they implement that strategy and help build the skills and knowledge of community members.
Law Enforcement – Police officers serve as a community/prevention liaison to implement SEL curriculum in schools, enforce the laws for minors, and are key stakeholders in the community. Law enforcement agencies have partnered with GCSAPP on educating the community on Narcan administration and distribution, mental health and suicide prevention and one representative sits on our Executive Committee and attends the Shared Risk and Protective Factors Conference annually. Law enforcement helps GCSAPP secure city funding and bring policy changes to city council.
Religious/Fraternal Organization – We have not engaged a member of this community in 2020. Past partnerships include promotion of prevention education events and supporting youth through PYD.
Civic or Volunteer Group – WCU distributes information about coalition initiatives and events and facilitates the coordination of volunteers for coalition events throughout WCU and the community. GCSAPP provides suicide prevention efforts and education across the University and young adult population and provides education on alcohol, consent, and other topics identified as a need in collaboration with the University's Health office.
Healthcare Professional – The Gunnison County Chief Medical Officer, Gunnison Valley Health, local public health department, the Center for Mental Health, and Gunnison's Naturopathic Doctor all sit on the coalition and provide us with hospital data, behavioral health perspectives, and share their time at community health fairs. We help to provide education and skills to our healthcare professionals through prescriber education, trauma informed care and the impact of ACE's on health outcomes. In addition, GCSAPP provides opportunities for training in Motivational Interviewing and Screening and Brief Intervention and Referral to Treatment training.
State/Local Government – The GCSAPP Coalition includes the Judicial District Judge, Early Intervention Program Manager, County Commissioner, and Director of Health and Human Services. They provide local government support, county support for the grants, juvenile court data, and collaboration with their partnering agencies. These key stakeholders receive annual presentations from the coalition members and education on risk and protective factors.
Other Organization Involved in Reducing Substance Abuse – Other partners include the Early Childhood Council who leads our Family Friendly Business Practices strategy and with whom we partner to secure local funding for the effort; the Multicultural Resource office helps to ensure we are equitable in messaging and programming and works with us to provide cultural humility education for coalition. We also have individuals with lived experience serving in our coalition and GCSAPP provides all education and training opportunities listed above to all of our partner agencies.
Parent and Youth – Parents and youth are two of the most influential coalition members. Parents take knowledge, skills and resources back to other parents and youth and help bridge the coalition to the broader community. They are also strong advocates for change in the community and their expertise is valued at all community meetings.

13. Describe how you will staff this project and recruit/retain a mobilizer with community organizing experience (this position operates as the facilitator of the coalition, but prioritizes community-led decision-making. They should not be the sole champion for the work, but instead they work to identify and support champions that live, work, play and pray throughout the community). This is

not an entry level position and requires significant skills to build the knowledge and skills of community members to identify community challenges and select solutions that will have the greatest impact. This also requires significant experience in organizational development. High levels of staff turnover impede the progress and skill of the coalition members to create change. Include in your response the average length of service of employees within the organization.

GCSAPP has been fortunate to have a highly educated and sustainable staff at the helm of the coalition. The CTC mobilizer/Director of GCSAPP, Kari Commerford, has been leading the coalition for the past 6 years and has overseen the seamless integration of the CTC framework. She holds a Master's degree in Clinical Psychology and has held the position of Lecturer of Psychology at Western State Colorado University since 2006. She has been a community and state presenter for several organizations on topics such as adolescent development, early childhood development, neurobiological changes in adolescence, communication with youth, and substance prevention in youth. Mrs. Commerford is a trusted partner in the community and serves on other community boards such as the IOG, Health Coalition of the Gunnison Valley and Early Childhood Council. Because of these relationships, GCSAPP is a trusted resource in the community and is viewed as an authority on prevention and behavioral efforts by the school, local municipalities and key stakeholders.

The risk factor lead, Lana Athey, holds a BS in Human Services and is an ACE Master Trainer. Lana has served the community in various capacities over the last 10 years working for Gunnison County Health and Human Services. She currently serves as the Co-Coordinator of the Gunnison-Hinsdale Early Childhood Council and is working to improve the early childhood system at a local level to better support young children and families. Lana is also a Certified Lactation Counselor and previously served as the Nurturing Parenting Program Coordinator from 2010-2016. Lana has served as a coalition member of GCSAPP and worked on the CTC grant for the past 5 years.

The protective factors lead, Betty Sue Gurk, has worked in Juvenile Services for the past 5 years as well, first as the High-Fidelity Wraparound facilitator and for the past 3 years as the SEL lead implementing Sources of Strength, SEL curriculum, and spearheading PYD work throughout the school and community. Betty Sue is a Licensed Clinical Social Worker and is being trained as a PYD trainer this coming winter.

Emily Mirza, our Youth Engagement Manager, holds a bachelor's of Science in Community Health and is in her second year of a Public Health Master's program for Maternal and Child Health. Emily has worked for Gunnison County as the Health Coordinator since 2015 and in 2018 joined the GCSAPP staff as our Youth Programming Coordinator, which has developed into a Youth Engagement Manager position. As an employee of Gunnison County, Emily has worked on the following programs and initiatives; Worksite Wellness Program, Tobacco Prevention Program, Suicide Prevention, and Regional Health Planning.

Lastly, our Communications Coordinator, John Powell, started working for GCSAPP in 2014 as our Education Specialist and then took two years off to obtain his teaching degree and work within the RE1-J school. John continued to be engaged in the coalition work and engage with youth through the SOS program. John rejoined GCSAPP's staff in the Fall of 2020. He holds a BS in Math and BA in Sociology and holds a secondary education teaching license.

14. If the community for which you are applying was previously funded to implement CTC, describe the progress your community has made in moving through the phases (whether or not the applicant was the lead for the work in the past). Describe any challenges your community has faced in making it this far through the model. If you have If you have not implemented CTC in your community, please mark this with N/A.

CTC in and of itself is a benefit to our community. CTC allows us to put a strategic framework to our coalition work, which we have not had in the past. The CTC framework has allowed us to unify our community in language, education and goals around healthy development and risk and protective factors. By following the CTC framework, GCSAPP has been able to bring key leaders to the table and increase collaboration amongst multiple organizations and to keep those key leaders engaged over the past 4 years. This was the first step in mobilizing through the CTC phases; the next step was creating subgroups to

provide opportunities for shared leadership and engagement across the coalition. Once our subgroups were created each group was able to work together as a whole and specifically on sustainability, youth engagement, research and data, and communication/outreach. The research and data group created our community risk and protective factors report that was first published in 2017 and has been updated and shared annually with stakeholders and community members. The youth engagement group was able to take the lead of the HCGV youth subgroup and infuse the PYD lens into the youth work. The sustainability subgroup has continued to work on strategic planning and grant writing as well as educating the coalition on the diverse ways to be sustainable such as training and education. The Coalition as a whole created a shared definition of prevention, a vision for the coalition, and identified our community risk and protective factors and strategies for implementation. For the past two years the coalition has been working on building skills, knowledge and support for ongoing implementation of our identified strategies through workgroups and outreach to the community. The coalition has been successful in engaging diverse partners in this work and braiding funding to provide resources for current and further implementation. The coalition has created and approved our Community Action Plan and is committed to continue upstream prevention and has shared language and power across diverse community members. I would like to highlight a couple of successes and a challenge that the coalition identifies.

One of our first successes was when one of the key leaders, our Chief of Police, informed our city government about GCSAPP's use of the CTC framework. He was so impressed with our vision, our mission, and our evidenced-based approach that he was able to initiate a meeting between GCSAPP and the City Manager. From that meeting we were able to secure over $60,000 in local marijuana tax fund dollars and continued fiscal support for the past 4 years. Subsequently, the Town of Crested Butte reached out to support our efforts, and most recently, the Town of Mt. Crested Butte has lent their support. The integration of the CTC framework into our coalition has allowed us to effectively collaborate; GCSAPP is a county entity that is now working with all three local governments for one common goal. Another success is using data from HKCS, the CO BRFSS data, and other local data sources, including GCSAPP Community Survey (modeled off of HKCS) for the adult population to create our Community Risk and Protective Factors Report which is updated annually. This report is given to key stakeholders in the community and has led GCSAPP to be a trusted authority on prevention and behavioral health topics. This report has driven the coalition work and helped in the process of identifying our risk and protective factors, identifying specific factors of concern, choosing one risk and one protective factor to address, and identifying the most applicable strategies that the coalition has been working to implement for the past two years. The Coalition has created a Community Action Plan and is working to build capacity and fiscal sustainability to continue to implement the two strategies in collaboration with community partners. Another success is the increased participation of youth in GCSAPP's work and the increase of youth-driven initiatives supported by GCSAPP, the most recent being Youth Wellness. Youth Wellness emerged out of focus groups with youth on vaping to understand their concerns, perceptions and use rates. From that focus group, GCSAPP learned that youth were using substances to cope with stress and that there was a qualitative report of increased need for behavioral health services which is quantitatively supported by longitudinal data from HKCS. In the Spring of 2020, Youth Wellness was created by a group of teens who care for the health and well-being of their peers. GCSAPP is helping to support teens who are advocating to help peers by offering up to four confidential counseling sessions with a trained mental health professional for youth 12 and older. The goal is to provide access to trusted adults to help with stress, anxiety, addiction, relationships, family conflicts, stress from the coronavirus, emotional abuse, depression, suicide, school, or anything else that is affecting their mental wellness. They are also working to decrease stigma around help-seeking behaviors. Funding to support the effort is all provided locally by municipalities and the CFGV. There isn't enough space to truly illuminate the successes we have seen in the past five years. It can be summarized by the following sentence: The CTC framework is the best fit for our community and has led to partnerships and measured success.

Challenges we have experienced are ongoing grant funding insecurities, COVID-19 impacts on the community, and the pervasiveness of our toughest risk factor – Community Norms Favorable Towards Substance Use. The GCSAPP Coalition is 100% grant funded although some of our programming and

direct services are locally supported. Grant funding creates ongoing uncertainty and dictates that staff members spend significant time researching and writing for future funding. GCSAPP has an amazing coalition that assists with these efforts and understands that sustainability also means building education and skills to have the capacity to continue through times of low/no funding. COVID-19 has been a challenge for everyone. We haven't seen much impact on the coalition itself, but it is having an impact of the health and wellness of our community members. The last challenge, our community norm, is difficult to address. Difficulty means it will take time to build support for substance-free events and understand the long-term health impacts of norms favorable towards substance use. This norm is tied not only to the culture and climate of our community but also to the tourism-based economy. GCSAPP understands it will take time to see movement in this norm and are dedicated to putting in the work.

Authentic Community Engagement (116 points)

15. Describe how the applicant will incorporate a Positive Youth Development approach when working with youth on the CTC community or a youth advisory board (or something similar).

When the coalition decided to move forward with the PYD strategy, they agreed that reaching 100% capacity would mean a few things: "Everyone understands the importance of PYD as a larger concept; really understands the 'why', and that the concept is bigger than a one-time training" and "All youth-serving organizations have been trained in PYD, and are sufficiently staffed to carry out the work." GCSAPP has been working to train more adults in the SDS and PYD frameworks and will continue to work with GVM to further implement PYD. A SDS training was held in the fall of 2019 with 20 community member attendees, and a full-day PYD training with over 30 attendees. Many agencies and community members expressed interest in further PYD training for themselves or their organizations as a result of these initial trainings, which is something that GCSAPP plans on offering as a capacity-building effort. One of GCSAPP's larger goals for authentic youth engagement is to create a summit for youth-serving organizations to work on a shared agreement for how to interact with youth, and then to incorporate that shared agreement in existing MOU's. This plan has been shared across organizations and we are moving towards this goal. To ensure that youth needs are being adequately captured in our coalition work, GCSAPP holds a number of focus groups annually on a variety of prevention topics; alcohol use/impaired driving, youth mental health, and sex, consent and healthy relationships. These focus groups are held both inside and outside of the school. They allow youth to drive prevention work and have given the coalition a better understanding of youth needs and a greater sense of the importance of youth voices. These focus groups have also given youth opportunities to build relationships with adults, to speak freely about their experiences, and to be further involved in work that is being done in the community. For example, Youth Wellness was developed out of this process and led to local municipalities funding the Youth Wellness Program. Youth are currently rolling out program specifics, and being compensated for their time.

16. Explain how young people, parents, and community residents will be engaged and/or lead portions of this project and how this initiative will build their knowledge and skills and use their voice. This approach is grounded in the "shared leadership" section outlined in the Authentic Community Engagement tool from the Office of Health Equity.

GCSAPP coalition meetings are open to all community members and our meeting schedule is posted publicly. GCSAPP strives to provide an equal opportunity for all participants, and anyone who attends meetings may vote and provide input. Committees are integral to our work and ensure shared responsibility. There is at least one committee in operation at any given time, working towards the implementation of its goals. Currently, we have an executive committee, funding and sustainability committee, a youth outreach committee, a risk and protective factor data committee, and a resources assessment committee, PYD and Toxic Stress strategy committees, and a social hosting committee. We seek out key stakeholders as needed when working on specific goals and implementation, such as the Superintendent when working towards better collaboration with the schools. As stated earlier, community stakeholders and Coalition members help to inform all of our prevention work. They assist in examining

quantitative data, providing and obtaining qualitative data, creating reports, strategic planning, capacity building, and educating the community. The community-driven process has informed our current programming and strategies and is essential to the successful outcomes of the coalition work. The Coalition will continue to oversee this work, assuring shared accountability, equitable participation of community members, and continue support for a data-driven and community-informed process.

17. Most likely, your community has a Collaborative Management Program (CMP) coalition that engages similar key leaders in the community on their Interagency Oversight Group. Additionally, this group, focused mostly on early intervention with system-involved youth works on community-wide changes to improve outcomes for youth. How will your CTC coalition which is more focused on early and upstream prevention collaborate and connect with the CMP?

Juvenile Services houses both GCSAPP and Family Advocacy and Support Team (FAST which is our local Collaborative Management Program), for Gunnison County. This provides a unique opportunity to work across a spectrum of youth services from upstream prevention to early intervention. The CMP Coordinator and IOG Chair and Co-Chair sit on the GCSAPP coalition and the GCSAPP Director/CTC Mobilizer sits on the IOG. This cross-systems collaboration allows for shared understanding of programs and services provided and an opportunity for shared understanding of community risk, protection, and needs. This has allowed for greater community understanding of services and programs and implementation of when/how to utilize services. It has allowed for a less siloed approach to serving youth as organizations provide the foundation for our community to work towards collective impact on youth initiatives.

18. How will you provide accommodations to increase participation for all community members and residents? Include ideas around timing of meetings, location, meals, transportation, interpretation, ADA accommodations, and childcare.

GCSAPP strives to have equitable representation across the community. We have spent years learning and reflecting on engagement of diverse community representation on the coalition and continue to be open to learning from our community members. We have historically held meetings over the lunch hour and provided food in order to incentivize participation. This tactic ensures the basic need of food is met and sharing a meal with coalition members intentionally sets a familial atmosphere. We will continue in that format, even with COVID-virtual meetings in partnership with local restaurants and following county and state guidelines. The GCSAPP coalition learned from the RCORP Consortium the importance of providing financial compensation for community members' participation and expertise, especially for those whose duties did not include attending meetings. Compensation will be offered to all coalition members this year. We have had childcare options in the past with low utilization. We have moved to being child-friendly at the meetings and working with the Early Childhood Council to help provide childcare providers who have passed a background check when needed. The Coalition has moved to all virtual meetings and has open office space for coalition members who choose to attend in person or who may have technology access challenges. In person meetings are held on Western Colorado University's campus or Gunnison County buildings which are all ADA compliant.

19. What forms of diversity (e.g., gender, racial, cultural, religious, immigrant/refugee background, linguistic, etc.) do you think are important for strengthening the quality of the work proposed and why? Describe how you will recruit a community mobilizer and coalition members to reflect this diversity.

The GCSAPP Coalition is a representation of Gunnison County and its diverse backgrounds that exist within the county is important to be represented in the coalition. The Coalition does an excellent job of having representation across the recommended sectors for community prevention work and is trying to identify more equitable and culturally informed ways of engaging diverse community partners. Specifically, the coalition is working to increase the participation of our immigrant community, the

majority of whom are Spanish and Cora. We have one young community coalition member and a representative from Inmigrantes Unido who participate regularly in our work as well as the Director of the Multicultural Resource Center. We understand that having three community members is not representative of the total immigrant population and are working to be equitable in getting information to all community members. Another community group that is not represented is our ranching community. The GCSAPP mobilizer is also working on culturally informed ways to increase representation and views from our ranching community. Recently the coalition began working with the CSU 4-H extension and has had cross-representation at meetings. Our LGBTQ community is another missing link in representation. The coalition has started to outreach more with the University and youth "GSAs" in order to provide resources and to educate about our coalition work. The coalition has built representation of youth in the past 4 years who are diverse in gender, culture, and religion.

20. Sometimes other initiatives may use up significant resources (time, attention of key leaders, and funds) that would prevent work like CTC from being successful in a community if there isn't strong coordination of efforts. If such an initiative exists within your community, describe the existing community-wide initiatives and your plan to coordinate effectively across the two.

Gunnison County is a collaborative community by nature. When applicable, prevention partners in Gunnison County share funding to achieve objectives and prevention partners throughout the valley and are dedicated to developing competencies for volunteers and personnel. As stated earlier, the Health Coalition of the Gunnison Valley is a large coalition that is the umbrella for almost all of the community organizations, coalitions and nonprofits. The GCSAPP mobilizer is on the leadership team of the Health Coalition and organizations, including the GCSAPP Coalition, and has been coordinating efforts effectively across the community. The Coalition will continue to serve on this leadership as well as on the IOG for greater community collaboration and movement towards collective impact

21. In what ways were members of your community (partner organizations and/or coalition members outside of the lead applicant agency) given the opportunity to review and provide input on the application and budget prior to submission?

The GCSAPP mobilizer embraces transparency and has ongoing communication with the coalition about grant opportunities, potential initiatives, and funding streams and allows for open dialogue and shared decision making. The Coalition is offered the opportunity to help with grant writing and reviewing of grants: this is a laborious ask. There are 5-8 coalition members who almost always make themselves available to assist and recently we have had some youth who want to learn about the process. The Coalition Collaboration survey was sent out to the coalition and the invitation for video submission was sent to 10 members. GCSAPP is transparent in its budget and we are housed within Gunnison County so all information is open to the public.

22. Describe your existing relationships with community stakeholders that represent the diversity of your selected population as described in question 2.

GCSAPP Community stakeholders include the 7th District Judicial Court Judge, Chief of Police, Crested Butte Marshal, Mt. Crested Butte Marshal, City of Gunnison, Town of Crested Butte, Town of Mt. Crested Butte, Gunnison Valley Health, Center for Mental Health, Community Foundation of the Gunnison Valley, Western Colorado University, Project Hope, Multicultural Resource Center, Early Childhood Council and parent, youth and community representative.

23. How will you provide compensation for community member time and expertise on the coalition (those for whom participation is not part of their professional role, or those representing agencies so financially or time strapped where participation in another collaborative effort is a burden)?

To address equity, all GCSAPP participants are compensated to be at the table unless otherwise fully compensated by their employer. Funds are written into the grant application for this purpose.

Additionally, meetings will be held over lunch hour with food provided to incentivize participation and to make sure the basic need of food is met.

Community Support for this Application (100 points)

Authentic community engagement with youth and residents of the community as well as effective professional collaboration across agencies are both an expectation of all funded organizations. Collaboration Questionnaires will be scored in conjunction with the information provided in the Community Engagement section of the narrative. Applicants are encouraged to collaborate with the entities listed in the RFA.

24. Please provide a list of the names of the agency(ies) or organization(s) for which you are submitting completed Collaboration Questionnaires.
    Center for Mental Health – Kimberly Behounek
    Early Childhood Council/HHS – Margaret Wacker
    Gunnison Police Department – Robert Whiting
    Project Hope of Gunnison Valley – Jessica Wurtz
    Community Foundation of the Gunnison Valley – Maryo Ewell
    Colorado Judicial Department – Judge Steven Patrick
    Gunnison County Health and Human Services – Joni Reynolds
    Gunnison Valley Mentors – Tina McGuinness
    CB State of Mind – Meghan Dougherty
    Community Health Coalition of the Gunnison Valley – Dr. John Tarr
    Western Colorado University – Scott Cantril
    Gunnison Valley Health – Jenny Birnie
    FAST/CMP Coordinator – Dawn Seitz
    RE1-J School District – Leslie Nichols
    a. Attach a Collaboration Questionnaire from a minimum of five (5) and a maximum of 15 key collaborators and subcontractors. Link for Collaboration Questionnaire with instructions for partner agencies. These must be submitted in written form for fairness of scoring across all Questionnaires. Completed questionnaires are not counted toward your page limit.

25. Please provide a list of the names of parents, youth, and residents of the community who are not associated with an agency or organization that is submitting a Collaboration Questionnaire but for whom you are submitting a brief video.
    Greg Haase – Community Member
    Jonathan Houck – Gunnison Parent
    Ali Jeppe – Crested Butte Parent
    Naiyabingi Budler – Western Student/Youth
    Alyssa Ware - Youth
    a. Attach a brief video submission from each person (youth, parent, resident that are representative of the diversity of the community you described in Question 2) outlining why they are excited to be a part of the CTC planning process in your community. (Maximum six [6] minutes total across all video submissions). These must all be submitted in video form for fairness of scoring across all applicants.

COLORADO
Department of Public Health & Environment

Attachment D1: Option A Collaboration Questionnaire
Communities That Care in Colorado
Shared Risk and Protective Factor Approach to Substance Misuse Prevention
Request for Applications (RFA)

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   - ☐ local public health
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   - ☐ local law enforcement
   - ☒ representative of another coalition, such as the Collaborative Management Program
   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Dawn Sietz - dsietz@gunnisoncounty.org

3. Name of organization

FAST - Family Advocacy and Support Team, Gunnison county's Collaborative Management Program

4. Lead agency whose application you support:

Gunnison County HHS/GCSAPP - Gunnison County Substance Abuse Prevention Program

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes

☐ No

6. I support this application for the applicant listed in Question 4 to be the lead agency to facilitate the CTC process and create a shared and comprehensive plan to prevent risk and promote protective factors in the lives of youth in our community. I recognize this plan is intended to capture our community's comprehensive prevention decisions and not just be a recommendation to or from that agency.

☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

The organization has already established strong relationships and partnerships with other stakeholders in the community, bringing together many of the different systems to the same table. I think this keeps the community invested in the work. They also provide the space for those who are engaged to be creative and innovative, something that is required of rural communities working on upstream prevention. They also hold a strong focus on intervening with youth and children, a time in development that can be a defining period for social determinants of health.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

I think in bringing awareness to their partners and agencies of how bias and prejudice may exist in their systems. Beginning and calling people into that conversation initiates the slow and hard work of addressing injustice for discriminated groups. That internal work and external dialogue for a community that is largely white is going to be imperative. Naming how certain identities are affected by the dominant culture and recognizing that in the preventative work will be important as well.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

I anticipate that our CMP, FAST, will provide insight on families who are multisystem involved. As a community-based program with a team-based approach I think we can help our partners begin to think about ways they can add or shift their work to be preventative. Hopefully working with families before they enter systems, helping them build connections with the community (helping them identify their natural supports) and supporting youth and family's self-determination will complement CTC's work.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider

sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

Click or tap here to enter text.

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

I think our CMP can do a better job of being involved in the CTC prevention planning process, finding how we fit into that, and finding how we can align our work to the shared community vision. We already complement each other in encouraging collaboration across systems and from families themselves who utilize community services. And while CMP is more intervention focused, who and how we intervene should also inform CTC's preventative approach. I can see though CTC taking on more universal prevention efforts while CMP takes on more specialized and individualized prevention.

I envision for our CMP to be a conduit for CTC to put plans into action since we have organizational partners that might be difficult to get involved as they are mandated to participate. Hopefully, we have normalized the cost-sharing approach among service providers so that CTC efforts are not just programmatically collaborative but financially as well, and maybe this is something our CMP can facilitate. I would like to see our CMP and it's IOG truly utilizing the information gathered through CTC of the community's shared risk and protective factors to inform what outcomes to measure. Hopefully beginning to build shared language in our work together.

COLORADO
Department of Public Health & Environment

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Communities That Care in Colorado
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   - ☐ representative of another coalition, such as the Collaborative Management Program
   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Jennifer Birnie

3. Name of organization

Gunnison Valley Health

4. Lead agency whose application you support:

Gunnison County HHS/GCSAPP

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes

☐ No

6. I support this application for the applicant listed in Question 4 to be the lead agency to facilitate the CTC process and create a shared and comprehensive plan to prevent risk and promote protective factors in the lives of youth in our community. I recognize this plan is intended to capture our community's comprehensive prevention decisions and not just be a recommendation to or from that agency.

☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

Gunnison County Substance Abuse Prevention Program (GCSAPP) is the authority in our community for all things related to youth, prevention and behavioral health. They have a tremendous amount of credibility because of their long-term success in building and sustaining many community coalition efforts throughout the years. The staff bring a high level of experience and expertise—they are a solid team with demonstrated success that will deliver results on any effort they undertake. GCSAPP is a trusted resource that frequently serves as the convener of our community organizations resulting in comprehensive plans that meet a wide variety of needs spanning across prevention to intervention. They have successfully implemented evidence based practices that have built resiliency and connection, reduced stigma and instill health coping mechanisms. Their overall commitment to address the social determinants of health and utilize a data driven process to inform decision making is remarkable.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

Advancing health equity, eliminating disparities and working to improve the health of all community members has been a primary goal of GCSAPP since the inception of their work. They consistently work closely with partner organizations and community members to identify and address social determinants of health and have seen success toward improving these conditions through targeted environmental changes. GCSAPP has consistently demonstrated their commitment to advancing health equity by making it a strategic priority and cultural context has been considered in all plan development. I believe they will meaningfully involve key organizations including the Hispanic Affairs Project of Western Colorado, Immigrantes Unidoes and the faith community as well as dedicate resources to develop processes that support meaningful change in health equity and systemic injustices.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Gunnison Valley Health will be actively involved with the Community Health Coalition (supporting implementation of the action plan) and provide leadership toward the development and implementation of a new behavioral health plan for Gunnison. We are currently in the process of initiating a new department of behavioral health within our health system and plan to

launch an integrated care model for all patients in early 2021. We will provide administrative support to the CTC initiates as needed and will work to engage our physicians and other healthcare professionals to participate in educational opportunities to support the advancements of our efforts.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

N/A

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

Click or tap here to enter text.

COLORADO
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   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Kimberly Behounek LPC CAC III ACS; kbehounek@centermh.org

3. Name of organization

The Center for Mental Health DBA Colorado Midwestern Center for Mental Health

4. Lead agency whose application you support:

Gunnison County - Gunnison County Substance Abuse Prevention Project (GCSAPP) and Juvenile Services

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organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

- ☒ Yes
- ☐ No

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- ☒ Yes
- ☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP and Gunnison Count Juvenile Services have operated CTC for at least a decade in our community. They have a qualified team dedicated to prevention/intervention services. We have data supporting outcomes for CTC.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

GCSAPP and Gunnison Juvenile Services assure everyone who qualifies receives assistance as needed. If CTC is not appropriate, the team makes referrals and suggestions for other services which would meet the individual/family members' needs.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

The Center for Mental Health participates in weekly team meetings and quarterly CTC groups. We engage in the community efforts for prevention and are referred to when participants need therapeutic support.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

N/A

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

The two teams have worked together before and it has been seamless. I do not foresee any problems.

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   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Margaret Wacker mwacker@gunnisoncounty.org

3. Name of organization

Gunnison County Early Childhood Council

4. Lead agency whose application you support:

Gunnison County Substance Abuse Prevention Project (GCSAPP)

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes

☐ No

6. I support this application for the applicant listed in Question 4 to be the lead agency to facilitate the CTC process and create a shared and comprehensive plan to prevent risk and promote protective factors in the lives of youth in our community. I recognize this plan is intended to capture our community's comprehensive prevention decisions and not just be a recommendation to or from that agency.

☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP staff has excellent leadership, fiscal management, as well as a long history of hosting a community coalition with good relationships with community agencies, organizations and individuals.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

I believe GCSAPP will continue to be inclusive of and promote youth voice, educate the community and professionals about how best to include LGTBQ friendly policies, address concerns of the challenges of local non-English speakers, as well as look upstream to implement approaches that are two-generational which address equity from the get go.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Our organization will be active partners in the CTC work, not only being at the table, but also sharing staff and aligning strategies.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

NA

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

The goals of CTC and Collaborative Management are complementary, addressing root causes for the problems that youth and families face.

COLORADO
Department of Public Health & Environment

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   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Robert Whiting

3. Name of organization

Gunnison Police Department

4. Lead agency whose application you support:

Gunnison County HHS/GCSAPP

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

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☒ Yes

☐ No

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

Excellent leadership, with a wide variety of collaborative supporters/members from across our community. We have been looking at upstream and universal prevention as a way to effect positive youth development in our community for several years.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

GCSAPP works to identify and include all members of the Gunnison community.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

The police department has been an active partner in our communities' prevention efforts for 30 years; I see our continued, active involvement as an important part of our mission to the Gunnison community.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

N/A

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

N/A

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   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Jessica Wurtz, info@hope4gv.org

3. Name of organization

Project Hope of Gunnison Valley

4. Lead agency whose application you support:

Gunnison County Health & Human Services/GCSAPP

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP has long led the charge in our community regarding preventive measures for youth , substance use and mental health. They are well known and respected in the community as the authority on the subject area. In conjunction with the health department, no one is better suited to serve as the backbone for this effort.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

GCSAPP and the health department are both committed to advance equity and reducing systemic injustices. Because both agencies use a public health lens to address the issues of concern, they approach them from an equity standpoint as well. Public health tools and programs are designed to take their lead from the communities they serve to find out what the needs are. In this way, GCSAPP is able to focus their efforts towards eliminating injustices because they listen to the people they serve.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Project Hope will be an engaged and supportive partner for the CTC process. We are happy to collaborate with GCSAPP in preventing risk and promoting well being in our community. As related to prevention education, our area of expertise is educating young people on what healthy relationships are, how to be practice cyber safety, consent, etc. We would participate in implementing any plans particularly where any of these issues intersect with the GCSAPP programming and the CTC process.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

N/A

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

N/A

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   - ☐ local business
   - ☐ elected official
   - XXX☐ Other (please describe) Community Foundation

2. Name and email of person completing this form

Maryo Ewell, maryo@cfgv.org

3. Name of organization

Community Foundation of the Gunnison Valley

4. Lead agency whose application you support:

Gunnison County Juvenile Services

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☐XXX Yes

☐ No

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XXX☐ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

Juvenile Services is highly respected; its director has significant history building a great internal team, and participating in community coalitions. A current endeavor, in which she is key, is the Health Leadership Coalition, that includes county Health & Human Services, the County Health Officer, the Community Foundation, a medical clinic and the hospital. She also co-chairs its very broadly constituted sub-committee that includes these people as well as our local state university, the school district, our local "big brothers/big sisters" organization (Mentors) and others.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

They are credible and totally connected to all of the providers, caregivers, connectors and policy makers in the county, well aware of the needs of people in poverty, our 10-12% immigrant population, and more.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Our Foundation has supported Gunnison County Juvenile Services for many years both financially, by having its recently retired Director on our Advisory Board, and by serving with them on several committees.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

n/a

If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

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   - ☐ local business
   - ☐ elected official
   - ☒ Other (please describe) District Judge

2. Name and email of person completing this form

Steven Patrick, steven.patrick@judicial.state.co.us

3. Name of organization
   a. Colorado Judicial Department

4. Lead agency whose application you support:

Gunnison Department of Health and Human Services/GCSAP

5. There are many ways to organize a community effectively to create change. This funding is specifically for the Communities That Care prevention science model, which may or may not be right in your community. Is your agency in agreement that the CTC model can be effective in your community to address risk and protective factors among youth by

organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes

☐ No

6. I support this application for the applicant listed in Question 4 to be the lead agency to facilitate the CTC process and create a shared and comprehensive plan to prevent risk and promote protective factors in the lives of youth in our community. I recognize this plan is intended to capture our community's comprehensive prevention decisions and not just be a recommendation to or from that agency.

☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

This applicant has developed an effective model bringing many organizations and individuals into a collorabtive discussion of key issues confronting all of the entities and individuals regarding youth mental health, substance abuse suicide ideation, academic challenges, poverty and delinquency

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

There have been a number of meetings with stakeholders, community outreach and buy in by a number of entities and members of the community.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

In addition to my involvement, there has been involvement from the district attorney office, probation, attorneys for respondent parents, attorneys working as guardians ad litem, mental health providers all involved in the juvenile justice system.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

Click or tap here to enter text.

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

Click or tap here to enter text.

COLORADO
Department of Public Health & Environment

Attachment D1: Option A Collaboration Questionnaire
Communities That Care in Colorado
Shared Risk and Protective Factor Approach to Substance Misuse Prevention
Request for Applications (RFA)

Authentic community engagement with youth and residents of the community as well as effective professional collaboration across agencies are expectations of all organizations funded to implement Communities That Care (CTC). CDPHE would like to hear from partner organizations within the applicant's community about their support for this collective impact work.

We recognize that letters of support are often burdensome, so we sought to use this brief questionnaire instead. Please limit your responses to no more than three (3) pages total.

1. Type of organization/sector represented (check all that apply)
   - ☐ youth-serving organization, such as mentoring and after school programs
   - ☐ local education authority
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   - ☐ representative of another coalition, such as the Collaborative Management Program
   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Joni Reynolds, Director

3. Name of organization

Gunnison County Health & Human Services

4. Lead agency whose application you support:

Gunnison County Health & Human Services(HHS)/Gunnison County Substance Abuse Prevention Program (GCSAPP)

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organizing the community, assessing local data, and drafting and implementing a comprehensive community-wide prevention plan?

☒ Yes

☐ No

6. I support this application for the applicant listed in Question 4 to be the lead agency to facilitate the CTC process and create a shared and comprehensive plan to prevent risk and promote protective factors in the lives of youth in our community. I recognize this plan is intended to capture our community's comprehensive prevention decisions and not just be a recommendation to or from that agency.

☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

Extensive experience with community lead efforts focused on prevention across the spectrum with a public health approach focusing on all levels of prevention. Primary prevention and collective impact have been cornerstones for the GCSAPP work.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

HHS and Juvenile Services/GCSAPP are committed to advancing equity in Gunnison County. Both of our departments will be participating in equity labs (HHS is currently doing so). GCSAPP incorporates youth voice into the coalition work and promotes equitable participation across the community work.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

HHS has been the lead organization of CTC with GCSAPP spearheading the efforts. We will continue to have this collaborative working relationship and ensure that all efforts are completed with the public health lens.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

na

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

Na

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Department of Public Health & Environment

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   - ☐ representative of another coalition, such as the Collaborative Management Program
   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Tina McGuinness, gunnisonmentors@gmail.com

3. Name of organization

Gunnison Hinsdale Youth Services, dba Gunnison Valley Mentors (GVM)

4. Lead agency whose application you support:

Gunnison County Dept of Human Services/GCSAPP

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP has proven their capability in leading Gunnison County prevention efforts for many years. GCSAPP is uniquely positioned as the backbone agency, with a long track record of leading a variety of successful, upstream prevention efforts that include: Parent Education of risk and protective factors, Choice pass, leadership roles in youth mental health, One Valley Prosperity Project, Health Coalition of the Gunnison Valley, and more. Additionally, GCSAPP is dedicated to the application of evidence-based public health practices in determining which prevention strategies are applicable to the Gunnison community based on data.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

GCSAPP's primary focus is to ensure the diversity of voices on the decision-making bench are representative of the community, then identify and remove barriers to access through targeted program and policy initiatives.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Gunnison Valley Mentors has participated in the GCSAPP / CTC process since it's initiation. GVM works with a selective population of youth identified at highest risk for behavioral health issues. GCSAPP provides prevention education programming to a universal population of youth and families. The CTC process allows us to determine shared risk and protective factors and address them with a community-wide, consistent message that is layered and targeted to the needs of our specific service populations - a collective impact approach.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

n/a

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

n/a

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   - ☐ local business
   - ☐ elected official
   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

Meghan Dougherty
mdougherty@cbstateofmind.org

3. Name of organization

CB State of Mind

4. Lead agency whose application you support:

Gunnison County Health and Human Services/GCSAPP.

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP has been a leading force in primary prevention within Gunnison County since 2006. The coalition is a strong group representing varied interests in the community with many of its initial members still engaged today. Together with Gunnison County Health and Human Services they have the proven ability to be an effective backbone for collective impact in our community. Some of the strengths include the ability to align community efforts specific to our communities' risk and protective factors, developing mutually reinforcing activities and ensuring continuous communication exists across local human service organizations.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

Gunnison County takes an upstream-environmental approach to prevention, we use a social ecological model lens to identify and implement strategies and interventions that decrease risk factors and increase protective factors at varying points along this social ecology. We use a multi-tiered approach in identifying and implementing interventions at the societal and community level. This multi-tiered approach was designed to address the specific culture and needs of our rural/frontier community and is informed by data.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Crested Butte State of Mind is pleased to be a partnering organization in this collaborative request to continue implementing the Communities that Care Model in our community. The efforts detailed in this request directly align with our mission to connect our community to resources, education, and free counseling scholarships to improve mental wellness, eliminate stigma and lower the rate of suicide in the Gunnison Valley. CB State of Mind is committed to collaborating and not competing with community partners to create an effective mental health system that includes a comprehensive plan to include an upstream prevention strategy such as stigma reduction and social norming messaging. As a collaborating organization, CB State of Mind is committed to being part of this

collaborative effort to meet the needs of our most vulnerable populations and we have ability to carry out the activities as outlined in the application.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

N/A

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N/A

COLORADO
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   - ☐ Other (please describe) Click or tap here to enter text.

2. Name and email of person completing this form

John S. Tarr Jr., M. D.

3. Name of organization

Community Health Coalition of the Gunnison Valley

4. Lead agency whose application you support:

Gunnison County HHS/Gunnison County Substance Abuse Prevention Program

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP has a multi-year track record of success in bringing together multiple elements of the community, including, but not limited to the School District, Health Care System, Mental Health Center, students, parents, and local businesses to promote and offer incentives to heathy attitudes and behaviors.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

GCSAPP has been active (and successful) in involving all elements of the communty, regardless of cultural and socioeconomic factors, breaking down barriers that would otherwise exist enabling disadvantaged populations to participate fully in its programs.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

The Community Health Coalition of the Gunnison Valley's membership includes virtually all organizations devoted to improving the wellbeing of the residents of the area. It provides a venue for active communication and collaboration to enhance collective action to improve the risk/protection proportion for all community members.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

The CHCGV is not an education agency itself, but the Gunnison RE1J school district is a member.

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

Through its educational and "toolkit" offerings, CTC provides the conceptual framework and action roadmap to accomplish the goal of healthy youth development via the collaborative activities of the Community Health Coalition.

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   - ☐ local law enforcement
   - ☐ representative of another coalition, such as the Collaborative Management Program
   - ☐ local business
   - ☐ elected official
   - ☒ Other (please describe) Higher Education

2. Name and email of person completing this form

Scott Cantril, scantril@western.edu

3. Name of organization

Western Colorado University (Western)

4. Lead agency whose application you support:

Gunnison County HHS/Gunnison County Substance Abuse Prevention Project (GCSAPP)

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☒ Yes

☐ No

7. Please describe the strengths of this applicant organization to serve as a backbone agency to lead a collective impact process focused on upstream prevention. To learn more about upstream (or primary) prevention, please see this video.

GCSAPP has a strong reputation in the Gunnison Valley. Specifically, the reputations spans it's previous maintenance and delivery of CTC grant objectives. GCSAPP utilizes a data and evidence-based approach to all youth serving efforts. GCSAPP is committed to understanding risk and protective factors which looking at different health topics such as chronic stress, substance use and abuse, all mental health illnesses, violence prevention and much more. This approach directly supports the upstream prevention approach.

8. In what ways do you think the applicant organization will advance equity and address systemic injustices through this work?

The agency has already demonstrated an investment in engaging in the conversation of Diversity, Equity, and Inclusivity (DEI). This very step showcases their commitment to working to be part of the solution. For example, they have brought in presenters to educate community stakeholders on equity and equality and how this information\best practices can be utilize within their organizations.

I am confident, this type of education and implementation will continue if awarded this CTC grant.

9. Please describe the role you anticipate your organization will play in the CTC process and supporting implementation of an action plan focused on preventing risk and promoting protection in your community.

Western will provide representation to be at stakeholder and leaderships meetings\discussions. Furthermore, Western students are valued members of the Gunnison community. Therefore, as an organization with a substantial population in our community, we will be actively engaged in many of the prevention efforts. Without this, we would not be demonstrating a whole community approach when it comes to prevention efforts.

10. If you are a local education agency, please share your past and future plans to participate in the Healthy Kids Colorado Survey. Please also share whether or not you would consider sharing some form of your HKCS summary reports with the coalition to use for priority-setting (even if the data are not shared publicly outside of the coalition).

We use the American College Health Association (ACHA) National Campus Health Assessment (NCHA).

11. If you are part of a Collaborative Management Program, please share your thoughts and ideas about how the Communities That Care initiative in your community will complement and/or connect with the work of your Collaborative Management Program.

N\A

https://youtu.be/o6qs7iCA3Zs

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Gunnison County/GCSAPP	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 80,172.00	$ 6,373.74	75.0%	$ 64,909.31

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	$ 28.00	$ 8.00	520.0	$ 18,720.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 28.00	$ 8.00	416.0	$ 14,976.00
Youth Engagement Manager	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	$ 28.00	$ 8.00	1040.0	$ 37,440.00

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Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	$ 28.00	$ 8.00	832.0	$ 29,952.00
				Total Personal Services (including fringe benefits)	**$ 165,997.31**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members	$ 250.00	4.0	$ 1,000.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.00	$ 240.00
Meeting Costs	Beverage and snacks for 20 Youth Workgroup Meetings (estimated at $7.50 per person x 15 persons x 20 meetings = $2,250), 4 Community Board and Key Leader Meetings (estimated at $18 per person x 20 persons x 4 meetings = $1,140), 10 work group meetings (estimated at $10 per person x 10 persons x 10 meetings = $1,000), 1 year end Community Celebration (estimated at $20 per person x 40 people x 1 event= $800). It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends.	$ 5,490.00	1.00	$ 5,490.00
Incentives	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 15 persons x 12 events	$ 450.00	12.00	$ 5,400.00
Computer Costs	We pay monthly computer costs to the county $300/mo. Per computer - costs 2.5 FTE	$ 750.00	12.00	$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.00	$ 600.00
Advertising and Promotional Costs	Costs for recruiting and educating the community about your efforts. $300/mo	$ 300.00	12.00	$ 3,600.00
Phones	$45 program manager $35 x 2	$ 115.00	12.00	$ 1,380.00
			Total Supplies & Operating	**$ 26,710.00**

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Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of $0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	$ 1,265.00	2.0	$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition members to attend 2 trainings in Denver (3 nights X $195 per night x 2 rooms), at the SRPF Conference (3 nights x $144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ $195 per night x 2 rooms)	$ 1,602.00	2.00	$ 3,204.00
Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 4 people x3 trips	$ 532.00	3.00	$ 1,596.00
			Total Travel	**$ 7,330.00**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective factor Strategies. 8 hours a week for one staff member at $20/hr.	$ 20.00	416.0	$ 8,320.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $25/hr. x 20 hr. mo.	$ 25.00	260.0	$ 6,500.00
Youth Advisor	Stipend for 2 univeristy students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	$ 500.00	260.0	$ 5,000.00
			Total Contractual	**$ 19,820.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 219,857.31**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		

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Original Contract Routing #

Contractor Name	Gunnison County/GCSAPP	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	

CDPHE-Negotiated Indirect Cost Rate		
De minimis Indirect Cost Rate	10% if the agency has never held a negotiated indirect cost rate agreement.	$ 21,986.00
	Total Indirect	**$ 21,986.00**
	TOTAL	**$ 241,843.31**

Jody Wise

From: Google Forms <forms-receipts-noreply@google.com>
Sent: Friday, October 30, 2020 3:21 PM
To: Jody Wise
Subject: Financial Risk Assessment Questionnaire

[EXTERNAL SENDER - USE CAUTION]

Thanks for filling out Financial Risk Assessment Questionnaire

Here's what we got from you:

Financial Risk Assessment Questionnaire

A. Local Public Health Agencies do not need to complete this form since their risk is determined by the Financial Risk Management System (FRMS). B. This form should be completed and reviewed by Agency staff with the most knowledge of the accounting system and fiscal internal control structure. C. Any questions that remain unanswered including requested explanations, or the answer does not address the question asked will be assessed the highest risk rating for that question. If each question is not answered or the required explanation is not provided, the Agency's overall financial risk will increase. D. Reference the Frequently Asked Questions document for questions or additional guidance for completing the Financial Risk Assessment. E. If you have completed this form in the past twelve months, please submit your previously completed form with any updated information. If responding to a posted RFA, the form should be uploaded or sent with the application.

Email address *

jwise@gunnisoncounty.org

Important Note: Answer ALL questions

Any questions that remain unanswered including requested explanations, or the answer does not address the question asked will be assessed the highest risk rating for that question. If each question is not answered or the required explanation is not provided, the Agency's overall financial risk will increase.

Name of agency: *

Gunnison County

Name and title of person completing this form: *

Jody Wise

Please enter today's date: *

MM

10

/

DD

30

/

YYYY

2020

Solicitation or contract number for which questionnaire is being submitted *

1

General Agency Information

1. Provide the total annual operating budget for the agency. *

$5,000,000 +

2. Provide the total number of grants received in the applying agency's current fiscal year (State, Federal, Private Foundation) *

20 +

3. How many years has the agency been in existence? *

20 +

4. How many total FTE are there in the agency? *

20 +

5. Has the agency had any significant changes in key personnel or accounting systems in the last year? (e.g., Controller, Executive Director, Accounting Manager, Program Manager, etc.). Answer (Yes or No) Please explain the changes. *

no changes

6. When is the agency's fiscal year end? *

MM

12

/

DD

31

/

YYYY

2020

7. Does the agency have employee fidelity bond/insurance coverage for all its employees? Answer (Yes or No) If so, what is the coverage amount? *

yes 1,000,000

Programmatic Performance

8. Not including the contract you are seeking, provide the total dollar amount of CDPHE only contracts that the agency is receiving in the current fiscal year. *

$500,000 - $999,999

9. Has the agency administered programs similar to its current proposal? Answer (Yes or No) If so, please list and explain. *

yes -CTC

10. Has the agency previously met all deliverables of its contracts on time and as described in its statement of work? Answer (Yes, No, or N/A) If not, please explain why the agency was unable to meet the deliverables. *

Yes- met all deliverables

11. Is the agency serving as a fiscal agent for another agency that will complete the actual work on the contract? Answer (Yes or No) If so, please explain. *

No not serving another agency

12. Is the agency sub-awarding any portion of this contract to complete the deliverables? Answer (Yes or No) If so, please explain. *

no - not sub-awarding

Fiscal System

13. How many total FTE perform accounting functions within the agency? *

5-9

14. Does the agency receive an annual financial statement audit under Generally Accepted Auditing Standards (GAAS)? Upload or provide a link below *

Yes

15. Does the agency receive an audit under the Single Audit Act/Uniform Administrative Requirements, 2 CFR 200, subpart F (Government Auditing Standards)? Upload or provide link below *

Yes

Provide a copy of your most recent audit report.

Submitted files

Gunnison County 2019 Audited Financial Statements FINAL - Jody Wise.pdf

Provide a link to a website containing your most recent audit report.

https://www.gunnisoncounty.org/

16. Are agency accounting records kept in accordance with Generally Accepted Accounting Principles (GAAP)? *

Yes

17. Does the agency accounting system allow segregation of all assets, liabilities, revenue, and expenditures by funding source, and the ability to produce a self-balancing report by each fund? Answer (Yes or No) Please explain how you intend to account for all costs and revenues associated with each funding source. *

Yes - Munis software -designed to accommodate governmental accounting requirements - separate account codes for each grant

18. Are accounting records supported by documentation? Answer (Yes or No) If so, please list examples of the source documentation that is maintained and retained. *

Yes - all receipts are kept with vouchers and credit card expenses

19. Does the agency have a documented allocation methodology to ensure that common costs (e.g., phone, rent, utilities) not contained in its indirect calculation are allocated equitably to all funding sources? Answer (Yes or No) Please explain how you allocate your common costs. *

Yes - Cost Allocation Plan

20. Does the agency have a review process for all expenditures that will provide certainty that all costs are reasonable, allowable, and allocated correctly to each funding source? Answer (Yes or No) Please explain your current process for reviewing costs. *

Yes - Department Heads approve expenditures before paid

21. Does the agency have internal controls in place to ensure that the accounting records are free from errors? Answer (Yes or No) Please describe the overall internal fiscal controls and structure. *

Yes - Internal Control Worksheet

Provide a copy of the agency documented internal controls.

Submitted files

2020 Fiscal Internal Control Worksheet - Jody Wise.pdf

22. This contract will be a cost reimbursement basis. Does the agency have an adequate cash flow that will enable it to manage finances between the time costs are incurred and reimbursed? Answer (Yes or No) Please explain how you intend to cover costs prior to requesting the reimbursement. *

Yes - County maintains 26% ending available resources balance in the General Fund

23. Does the agency have a time and effort reporting system in place to account for 100% of each employees actual time spent on each project? Answer (Yes or No) Please explain how you intend to document actual hours worked for each employee, by funding source. *

Yes - Each employee fills out timesheets each month to document actual hours worked

24. Does the agency have an active oversight committee/board and is the committee/board provided financial reports and information on a regular basis? Answer (Yes or No) Please provide the frequency. *

Yes - BOCC meets weekly

Provide the name and title of the agency representative reviewing these responses prior to submission to CDPHE. Note this must be a different individual than the person completing the form. *

Kari Commerford- Director Juvenile Services

Create your own Google Form

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Forest Restoration & Wildfire R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

NFF requests letter of support for fuels mitigation work grant.

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
I see no legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/13/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 5/18/2021

Revised April 2015

[Letterhead]

Colorado State Forest Service
PO Box 1390
Gunnison, CO 81230

May 11th, 2021

Dear Colorado State Forest Service,

The Gunnison County Board of County Commissioners fully supports the National Forest Foundation (NFF) and their request for Forest Restoration & Wildfire Risk Mitigation (FRWRM) grant dollars. The NFF has proven to be an invaluable partner for the County as we pursue the objectives outlined in our Community Wildfire Protection Plan. Most recently, the NFF and County partnered on the implementation of the Wilder – Gunnison-Highlands Mountain Pine Beetle Response Project approximately 12 miles northeast of the City of Gunnison. This project demonstrated the NFF's ability to coordinate cross-boundary projects and support private landowners in the protection of their property, while reducing the threat of wildfire to the surrounding public lands.

The NFF will use FRWRM grant dollars to support implementation of the Taylor Park Vegetation Management Project. Taylor Park has been identified by the collaborative Taylor Park Adaptive Management Group as a high priority for forest restoration. If awarded grant funding, the NFF will work closely with Gunnison County, Colorado State Forest Service, the U.S. Forest Service, private landowners, and the public to treat units in and around Tincup and the Rainbow Estates, which are identified in the Gunnison County CWPP as high priority.

This fuels reduction project will result in a lowered risk to residents living in the Wildland Urban Interface, protection of valued water resources, and promote forest health. The project will also result in utilization of timber and provide wood products for the local economy. These outcomes align with Gunnison County's goals of reducing the threat of wildfire and generating economic opportunities.

Sincerely,

Jonathan Houck, Chairperson, Gunnison County Board of County Commissioners

To: Gunnison County Board of County Commissioners

From: National Forest Foundation

Date: May 12, 2021

Subject: Letter of Support for Forest Restoration & Wildfire Risk Mitigation Grant Application

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Summary

In March 2020, Governor Polis signed a bill (SB21-054) to transfer $6 million form the General Fund to the Forest Restoration Wildfire Risk Mitigation (FRWRM) grant program to address wildfire risk in Colorado. The grant program is administered by the Colorado State Forest Service (CSFS). The competitive grant program is designed to assist with funding community-level actions across the entire state to: reduce the risk to people, property, and infrastructure from wildfire in the wildland-urban interface (WUI); promote forest health and the utilization of woody material including for traditional forest products and biomass energy; and encourage forest restoration projects.

Request

The National Forest Foundation (NFF) is requesting a letter of support from the Gunnison County Board of County Commissioners, as required by the grant program. If awarded, the NFF will partner with the CSFS and U.S. Forest Service (USFS) and others to implement fuels reduction work on private lands in the Taylor Park area of Gunnison County. The Rainbow Estates and Tincup communities are ranked as high priority in the Gunnison County Community Wildfire Preparedness Plan (CWPP), and these communities are the highest remaining priority in all the CWPP. The NFF has started outreach to these communities and to the Taylor Park Adaptive Management Group.

This project is a direct outcome of a new community Gunnison Forest Health Collaborative group that was created in April of 2021, in response to a need for more efficient planning and larger-scale forest health work. The Collaborative is made up of key community constituents including: CSFS, NFF, USFS, Gunnison County, Western Colorado University, Center for Public Lands, West Region Fire Council, Bureau of Land Management, and surrounding counties. The formation of this collaborative, and the allocation of Colorado tax dollars to the FRWRM program, demonstrate the urgency of forest health work.

If awarded, the NFF will partner with the above agencies to expedite the pace and scale of forest health work in Gunnison County. This work will lessen the risks to County citizens, and it will provide employment opportunities and a wood utilization opportunity. The NFF has secured matching funds from private foundations and the USFS. Work is anticipated to begin in fall of 2021.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Service Agreement; Colorado Department of Human Se

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Human Services and Sheriff's Office

Term Begins: July 1, 2021 **Term Ends:** 6/30/2022 **Grant Contract #:** 22 IHJA 168531

Summary:

Jail Based Behavioral Health Services for Gunnison County Detention Center

Fiscal Impact:

Submitted by: Sheriff John Gallowich **Submitter's Email Address:** jgallowich@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/10/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 5/18/2021

Revised April 2015

COLORADO
Department of Human Services

22 IHJA 168531
eClearance: **2104433**

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Behavioral Health Community Behavioral Health	**Contractor** Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department. Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term State Fiscal Year 2022 $115,000.00 Extension Terms Maximum Amount for All Fiscal Years $115,000.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2021 **Initial Contract Expiration Date** June 30, 2022 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: 100% State Funded	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. § 27-80-106. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA
State Representative Carie Gaytan, Director of Finance Office of Behavioral Health 3824 West Princeton Circle Denver, CO 80236 303-866-7944 / carie.gaytan@state.co.us	**Contractor Representative** John Gallowich, Sheriff Gunnison County 510 W. Bidwell Ave. Gunnison, Colorado 81230 970-641-1113 / jgallowich@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Contract: Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA BUSINESS ASSOCIATE/42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

Contract Purpose

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

Signature Page begins on next 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 Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Office _____ By: John Gallowich, Sheriff Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Carie Gaytan, Director of Finance, Office of Behavioral Health Date: _____
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date:_____

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). 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 Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages 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

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then 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, 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 **§21** "Sample Option Letter." 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. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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 **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 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 ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract 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 **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

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 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, 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 other than Saturday, Sunday, or a Legal Holiday as 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(6), 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. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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), then 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 and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**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.

M. **"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.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**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.

Q. "**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 C.R.S.

R. "**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.

S. "**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.

T. **"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.

U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"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.

W. **"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.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**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.

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**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

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

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 term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

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 the Contract.

ii. Interest

Amounts not paid by the State within 45 days of 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 **§21** "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.

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 3 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 at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

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 5 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 Signature and Cover Pages as provided in **§15**.

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 **§15** 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 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 2 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.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

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 to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. 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:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. 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.

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. 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.

G. 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.

H. Cancellation

The above 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 **§15** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All 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.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 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 7 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 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

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 the 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. 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 noninfringing Work or modify the Work so that it becomes noninfringing; 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. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, 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.

14. 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 **§14.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 CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 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.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages 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 on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages 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 below. Either Party may change its principal representative or principal representative contact information 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.

16. 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.

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 section 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

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by 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. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. 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 the Contract.

N. 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 the Contract and shall be enforceable by the other Party.

O. 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.

P. 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 the Contract, and do not create any rights for such third parties.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Indemnification

i. Applicability

This entire **§18.U** 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.

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 strictly 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.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

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21. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

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€: 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.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	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** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

Exhibit A - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

Definitions and Acronyms. The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

"**Bridges Program/Court Liaison"** means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.
https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese

"Certified Addiction Specialist" - CAS (Formerly CAC II & III) requires a Bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

"Competency Enhancement Program" means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

"Competency Evaluator" means a licensed physician who is a psychiatrist or licensed psychologist, each of who is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

"Court-Ordered Competency Evaluation" means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual's competency to proceed at a particular stage of the criminal proceedings, that is

performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

“Critical Incidents” means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts. “Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addictions profession.

“LCSW”, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“LPC”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“Low Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment services, and is assessed to need mental health services but does not need a referral to an OBH designated inpatient facility.

“Moderate Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

"Office of Behavioral Health (OBH) designated inpatient restoration facility" means the facilities that are contracted with OBH to provide inpatient restoration services to individuals.

"Memorandum of Understanding" means a type of agreement between two (bilateral) or more (multilateral) parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

"Program Level of Care Type" means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

"Regional Accountable Entity" is responsible for building networks of providers, monitoring data and coordinating members' physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

PART ONE - GENERAL PROVISIONS

Article 1
General Administration

1.1 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with OBH) shall enter into subcontracts with its catchment county Sheriff's Departments. Subcontracts entered into under this provision shall adhere to the requirements of Exhibit C, Miscellaneous Provisions, Section II.

1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Office of Behavioral Health within one business day of change to cdhs_jbbs@state.co.us

a. OBH prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also participate in the JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-in's, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency need. The Program Coordination Group shall:

a. Oversee program implementation.
b. Make training recommendations.
c. Measure the program's progress toward achieving stated goals, using data provided by OBH program manager(s) to guide work.
d. Resolve ongoing challenges to program effectiveness.
e. Inform agency leaders and other policymakers of program costs, developments, and progress.
f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
g. For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.
h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.4 Subcontractors. The JBBS Program requires a subcontract or an MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.6 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound

resources including, but not limited to, clothes, shoes, transportation, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e. probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.9 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards

1.10 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

1.11 Medication Consistency (C.R.S. 27-70-103)

- **a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individuals plan of care.
- **b.** All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- **c.** Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
- **d**. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- **e**. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by OBH, and shall not exceed any detail in the budget in this regard.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources

or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_obhpayment@state.co.us by the 20th of the following month.

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 Procurement Card. OBH recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

3.5 Proportional Reduction of Funds. If the Sheriff's Office has not spent 40% of the contract budgeted amount by November 30th, the Office of Behavioral Health has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Office has not spent 65% of the contract budgeted amount by February 28th, the Office of Behavioral Health again has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates.

3.6 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Office of Behavioral Health (OBH) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAC III), who are in good standing with the Department of Regulatory Agencies

(DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by required SUD and MH screening) to be eligible to receive services under the JBBS program.

b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan. i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, and traumatic brain injuries.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence based curricula.

ii. Frequency and duration of services offered.

iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.

iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).

v. The individual's natural communities, family support, and pro-social support.

vi. A plan to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.

vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3
Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the

Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

a. Alcohol and drug screening, assessment, and evaluation.
b. Alcohol and drug testing.
c. Treatment for assessed substance abuse and co-occurring disorders.
d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care. Information on the ASAM can be found at https://www.asam.org/Quality-Science/the-asam-criteria/about

Article 4
Data Reporting

4.1 Contractor is required to report information in the OBH Jail Based Behavioral Health Services JBBS CiviCore Database or another database as prescribed by OBH.
Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow OBH staff to utilize current data. The following data elements will be captured in the JBBS CiviCore Database or other database as prescribed by OBH:

a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.
b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
e. Number of individuals who successfully transition to community based services upon release.
f. Program discharge outcomes and treatment status in community after discharge.

4.2 The Contractor agrees to respond to OBH's inquiries about data submissions within two (2) business days and work with OBH to quickly resolve any data issues.

4.3 Contractor is required to notify OBH of any staffing changes within 48 hours, as this individual's Database access will be removed.

Article 5
Performance Measures

5.1 Performance Measures:

a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one (1), two (2), six (6) and 12 months post release. The individual's treatment status shall be recorded in the JBBS CiviCore Database or another data system as prescribed by OBH. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

   i. Deceased – In the event of death of the individual post-release.
   ii. In Treatment – Individual is engaged in community based treatment services as recommended in the transition plan.
   iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
   iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two (2), six (6), or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
   v. Not in Treatment – Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
   vi. Status Unknown – Individual cannot be located.
   vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.

b. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants for crimes related to substance use and drug possession. OBH may conduct an annual analysis of recidivism. The following will apply to this analysis:

   i. JBBS participants who have received SUD-related treatment services or groups will be included in the recidivism analysis.
   ii. "Recidivism" for the purpose of this analysis will be defined as re-arrest and reincarceration for a crime related to substance use or unlawful possession of a controlled substance.

5.2 Performance Measure Target

a. Transition Tracking Target. Programs will be compliant with the contract requirements if a total of 55% or more of individuals who were released from the program with a "Successful Discharge" are considered "In Treatment" or "Treatment Completed" at the one month transition tracking interval. JBBS participants who receive only mental health services or only competency enhancement services, will be removed from this calculation and not count

toward the performance incentive. For JBBS programs designed to have multiple county partnerships (catchments), the performance measure will be based on the average of those counties.

b. Recidivism Target. Programs will ensure that data in the JBBS CiviCore Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by OBH.

i. OBH may withhold payment of Contractor's invoices if entries into the JBBS CiviCore Database are not complete by the deadline stated above.

c. Plan of Action. Programs who do not meet the performance benchmark for transition tracking or recidivism analysis shall be asked to submit a plan of action to improve program performance for the next fiscal year. Failure to comply with this performance measure could result in reduction of subsequent years' program budgets.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1
Purpose & Target Population

1.1 Purpose. The Office of Behavioral Health (OBH) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism related to substance use or criminal possession through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional JBBS Programs to additional counties across the State. As of February 2021, there are JBBS programs in 45 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding, also allocated additional funding to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to apply for these funds. Specifically, Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

In accordance with the legislation, all funds are to be used to provide behavioral health services for adults (18 years of age and older) with mental health disorders or co-occurring substance use and mental health disorders. To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

1.2 Target Population. The program services are intended for individuals at county jails who are in need of behavioral health services. The Contractor shall develop eligibility criteria and program policies to identify individuals who will be referred to the program services. The Contractors may expand eligibility criteria to meet specific community needs. The funds from this contract must be used to provide the provisions of mental health services to individuals who are in jail and have been court ordered to the Colorado Department of Human Services to receive competency restoration services. The funds are not limited to this population; however, this population must be prioritized among the individuals receiving services funded by this contract.

Article 2
Activities & Services

2.1 Services. At booking, all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).

c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be

completed in addition to the screening using at least one recommended tool from each screening area.

i. Substance Use Disorder Screening:
    1. Standardized Offender Assessment - Revised
    2. Addiction Severity Index
    3. Simple Screening Instrument - Revised
ii. Mental Health Disorder Screening
    1. Colorado Criminal Justice Mental Health Screen - Adult (CCJMHS-A)
    2. Brief Behavioral Health Screen
iii. Suicide Risk:
    1. Columbia Suicide Severity Rating Scale
iv. Trauma Screening:
    1. Post-Traumatic Stress Disorder (PTSD) Checklist
    2. Trauma Symptom Inventory
v. Traumatic Brain Injury Screening
    1. HELPS Brain Injury Screening Tool
    2. Traumatic Brain Injury Screening Tool

d. Assess all individuals booked into the jail facility for substance use withdrawal symptoms and develop protocols for medical detoxification monitoring procedures. F
e. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
f. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103.
g. Assist in the provision of coordinated services for individuals in jail custody who may require competency restoration services.
h. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.
i. Determine the most effective process to partner with community-based clinical providers to ensure the following services are available to individuals both in jail custody and upon release.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. OBH is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the OBH Program Manager and Fiscal Staff, to be organized by OBH as soon as is practicable execution of the contract.

b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success. Refer to the following links for appropriate treatment models: https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-firstclearinghouse-database

https://www.samhsa.gov/ebp-resource-center

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3
Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory Agencies (DORA).

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FOUR - COMPETENCY ENHANCEMENT (SB 19-223)

Article 1
Purpose & Target Population

1.1 Purpose. In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

a. The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.
b. Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at an Office of Behavioral Health (OBH) designated inpatient restoration facility.
c. Coordination of services with the Forensic Support Team (FST) and Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

1.2 Target Population. Adults 18 years of age and older that are: awaiting a competency restoration evaluation, awaiting competency restoration services, are suspected of becoming incompetent to proceed while in jail, or are returning from an OBH-designated inpatient restoration facility after receiving restoration services and meet any of the following criteria:

a. Have a serious and persistent mental health disorder.
b. Are experiencing acute psychosis or major mood dysregulation.
c. Have substance use issues, especially if suspicion of intoxication is present.
d. Have a low IQ or significant cognitive issues, including dementia, or observable and reported symptoms of mental illness.
e. Have a known previous competency history.
f. Have a Traumatic Brain Injury (TBI).

Article 2
Activities & Services

2.1 Program Referral. The Contractor shall refer individuals for competency enhancement services through one (1) of the following ways:

a. Court ordered competency.
b. Upon return from an OBH-designated inpatient restoration facility.
c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work. Priority must be given to those individuals involved in the competency restoration process.

2.2 Court Ordered Treatment Level of Care Type. Based upon the results of the court order competency evaluation, the Contractor shall provide treatment services to an individual while they await a bed at an OBH designated inpatient restoration facility. The Contractor shall use the categories below to indicate the level of treatment care needed for individuals based upon the results of the court-ordered competency evaluation.

a. High Risk - Immediate Transfer: Immediate coordination of transfer to an OBH-designated inpatient restoration facility.
b. Moderate Risk for Transfer: Daily contact with the medical or mental health services team. Coordination with Forensic Navigator. Mental Health clinician contact on a weekly basis or as clinically indicated.

c. Low Risk for Transfer: Services determined by assessment; weekly mental health clinical or medical contact; additional treatment services shall be offered by existing JBBS treatment services. Coordination with Forensic Navigator.

2.3 Jail Identified Treatment Level of Care Type. At booking, the Contractor shall identify individuals that are referenced in section 1.2 “Target Population” and provide treatment services while the individual is awaiting a court hearing. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking, and referred to additional treatment services based upon the results of the screen. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by OBH.

i. mental health
ii. substance use disorders
iii. suicide risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician based upon the timeframes listed in section 3.3 “Jail Identified Treatment Level of Care Type.”

2.4 Jail Mental Health Evaluation. The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or through the jail-identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or an OBH-designated inpatient restoration facility bed.

2.5 Transition Plan. The Contractor shall ensure that a transition plan is developed with an individual upon transition to an OBH designated inpatient restoration facility. The transition plan shall outline the following:

a. Mental health diagnosis
b. Level of Care type (if applicable)
c. Prescribed psychotropic medications
d. Any identifiable cognitive impairment(s)
e. Treatment services received in jail
f. Copy of the initial plan of care

2.6 Discharge Plan. Upon the individual’s return from an OBH designated inpatient restoration facility, the Contractor shall locate and save a copy of the individual’s discharge plan within the same day an individual returns. Once a copy is received, the Contractor shall ensure follow up care is provided according to the plan within 24 hours upon return, as well as provide continual treatment services referenced in 3.2 Program Level of Care Type until the person is released from jail.

Article 3
Deliverables

3.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FIVE - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1
Purpose & Target Population

1.1 Purpose. In July 2019, the Office of Behavioral Health (OBH) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

a. These positions will work to enhance and improve care coordination for individuals in County Jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful interventions by behavioral treatment staff.

b. These positions are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

1.2 Target Population. Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer.

Article 2
Activities & Services

2.1 JBBS Pre-Sentence Reentry Coordinator Services. The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail screening processes, to identify the population that will have a shorter length of stay within the jail and screen positive for a substance use disorders, co-occurring mental health and substance use disorders and/or are identified to be a suicide risk.

b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.

c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. The Office of Behavioral Health recommends utilizing the SOA-R to assess for needs. SOA-R training is offered periodically through the Colorado Division of Criminal Justice. https://www.colorado.gov/pacific/dcj/training-6

d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed (LPC, LAC, LCSW) and/or certified (CAC II, CAC III) behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.

e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary. Refer to the following links for appropriate treatment models:
https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-firstclearinghouse-database
https://www.samhsa.gov/ebp-resource-center

f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities, regarding referral information), to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments. This position will also partner with Bridges Court Liaisons and Forensic Navigators, if applicable, to identify the competency population and link individuals to the necessary programming and services.

2.2 Additional JBBS Pre-sentence Reentry Coordinator Services. The Contractor is encouraged to offer the following services:

a. Create an individualized transition plan with individuals for the purpose of linking them to community resources upon release. A physical copy of the detailed release plan will be shared with each inmate prior to release. Included with the release plan will be applicable referral contact information (i.e. name of referral organization, organization contract phone number, appointment date and time, identifying a positive family or social support that can assist the individual in making sure they follow the transition plan).

b. Make referrals to Medication-Assisted Treatment (MAT) services if possible while in jail, if not, connect them with Opiate Treatment Providers for resources in the community immediately upon release.

c. Seek partnerships with the Regional Accountable Entity to ensure referrals are made in a timely manner with the community treatment providers.

2.3 Data Accessibility. The Pre-Sentence Reentry Coordinator position shall receive training on, and be able to utilize the data in the Jail Management System (JMS). The purpose of the JMS access is to target the high jail utilizers.

Article 3
Deliverables

3.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART SIX - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1
Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications, such as buprenorphine and all other medications and therapies, approved by the federal food and drug administration to treat opioid use disorder.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to OBH before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to OBH prior to any OBH JBBS funds being issued. See Part Seven, Article 1.5 for more details on how this needs to be submitted.

b. Identify program appropriate individuals via screening.

c. Link persons with SUD with a community based clinical care provider.

d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.

e. Provide patient education surrounding SUD and the types of treatment available in their community.

f. Develop and routinely review individualized treatment plans.

2.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the OBH-approved rate schedule.

a. Fee for service agreements with contractors for treatment, medical staff, and medications.

b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.

c. Jail payroll expenses for interventions, medical staff, and medications.
d. Facility upgrades related to MAT.
e. Training and staff development for MAT Invoice requests are due to OBH as expenses are incurred. Only one month's expenses are allowed per invoice.

Article 3
Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Seven, Article 1.5.

b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.3 License Requirements.

a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).

b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.4 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

3.5 Tiered MAT Funding.

a. Contractors will be provided with funding for MAT services based on the following tiered system created by OBH:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over $5,000 in a year, it must provide a budget to OBH for pre-approval.

TIER 2. This is the middle tier for established programs but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily

for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional $10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over $35,000 in a year, it must provide a budget to OBH for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be $150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers for OUD (primary diagnosis) upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year, but can move up or down depending on proved eligibility.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART SEVEN - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in:

i. Identify the Project Name, Purpose and Timeline

1. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
2. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
3. The Timeline will be June 30, 2021 - July 1, 2022

ii. Put Your Work Plan Into Context

1. It is here where you will write an introduction and background of your JBBS program.

2. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explai*n *why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc…
3. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc…
4. If your facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

iii. Establish Your Goals and Objectives: Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

1. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
2. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
3. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
4. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
5. What security protocol and reporting requirements are expected from the treatment provider?
6. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
7. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
8. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

iv. Define and Coordinate Your Resources:

1. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
2. Describe how you plan to link offenders with community services upon their release from custody.

v. Understand Your Constraints: Are there any obstacles that are going to get in the way of providing these services?

1. Examine if there are any barriers to treatment within the jail? Within the community?
2. If so, it is possible to address these and, if so, how do you plan to do that?

vi. Discuss Risks and Accountability: Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

vii. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

viii. The work plan, once approved by OBH, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by OBH. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS CiviCore Database using the following URL: https://fw.civicore.com/jbbhs or another data system as prescribed by OBH. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

a. Basic individual demographic and working diagnosis information.
b. Booking date (date that the individual was booked into jail).
c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
d. Admission date (date that individual began receiving JBBS services).
e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).

f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
g. Date, duration, and participants who attended for treatment or case management group sessions.
h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). OBH utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
i. Date tracked and treatment status in community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other OBH prescribed data system records, according to the following schedule:

a. Encounters are due by the last business day of each month for all services provided during the previous month.
b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. OBH facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Office of Behavioral Health via an encrypted email to cdhs_ci_obh@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

i. Date and time of incident
ii. Location of the incident
iii. The nature of the incident
iv. How the incident was resolved
v. Name[s] of staff present

vi. Whether the incident resulted in any physical harm to the participant or any staff.

f. Copy of Proposed Subcontract. The Contractor shall provide to OBH a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by OBH.

g. Site Visits. The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. **Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

i. Monthly OBH Invoice. Invoices will be submitted to cdhs_obhpayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Additional supporting documentation will only be required in the event of an audit, but these records should be maintained by the contractor.

j. Spending Projection Plan. If a contractor is underspent by greater than 50% of their budget by mid fiscal year (Nov-Dec), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS CiviCore Database or another data system as prescribed by OBH. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS CiviCore Database or another data system as prescribed by OBH. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS CiviCore Database or another data system as prescribed by OBH. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS CiviCore Database .

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide OBH a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs_jbbs@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the OBH JBBS Program Manager with Contractor submission of the work plan. OBH JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the OBH JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must

submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the OBH JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 7, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS CiviCore Database or another data system as prescribed by OBH. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

Table 1

Below is the deliverables table required by OBH, for each JBBS related service.

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	OBH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_obhpayment@state.co.us
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_ci_obh@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection	Quarterly	Contractor	Locations TBD

		d, above			
All	Send OBH copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	OBH	Locations TBD
All	Data Entry	See Part 7, Article 1, Section 1.1, Subsection c, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

			during the previous month		
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5, Subsection c, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

COLORADO
Office of Behavioral Health
Department of Human Services

FY22 ANNUAL BUDGET EXHIBIT B

OBH Program	JBBS

Agency Name	Gunnison County	**Program Contact**	Adam Murdie
		Phone	970-641-1108
		Email	amurdie@gunnisoncounty.org
Budget Period	July 1, 2021 - June 30, 2022	**Fiscal Contract**	Adam Murdie
		Phone	970-641-1108
		Email	amurdie@gunnisoncounty.org
Project Name	JBBS	**Date Completed**	04/06/2021

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	$ 57,500.00
Mental Health Treatment	State General Fund	$ 57,500.00
	Total Contract	**$ 115,000.00**

Medication Assisted Treatment	**Total - All Jails**
MAT Services	$ 1,470,000.00
Total GAE	**$ 1,470,000.00**

GAE total for all Contractors is $1,470,000. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	$80,000/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (CAC II and above) *	$65,000/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (CAC II and above) *	$60,000/year
Case Manager (CM) *	$55,000/year
Nurse Practitioner *	$120,000/year
Physician Assistance (PA) *	$120,000/year
MD/DO *	$251,267/year
JBBS Program Administrator (Primary responsibility of managing the jail's	$97,594/year
Pre-sentence Coordinator *	$75,000/year
Pharmascist (Pharm-D)	$128,090/year
Registered Nurse *	$72,000/year
Data Entry Clerk	$40,000/year
Qualified Medication Administration Person (QMAP)	$14.00/hour
OBH will reimburse salaries up to the state maximum	
OBH may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by OBH	
Travel	
Mileage (IRS rate)	$0.56/mile
Operating Expenses	
Maximum total percentage of contract budget	10%

Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
OBH may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by OBH	
Indirect Expenses	
Maximum total percentage of contract budget	10%
OBH may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by OBH	
RECOVERY SUPPORT SERVICES	
Allowed Services*	**Additional Notes**
Application Fees ID / Birth Certificates	One time per client
Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 time per person.
Bus Pass – Daily, Monthly	One time per client for monthly, 3 booklets for one-time passes
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing	90 day limit per person
Food Assistance	
Gas Vouchers	Limit of $30.00 per person
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Hygiene Care (eg. haircuts)	Limit of $20.00 per person
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	Only if no public transportation is available in the area
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by OBH
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
OBH may consider other expenses pending justification from jails and written pre-approval by OBH	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following OBH rate schedule. ***Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy resources***	
Medication	**Rate**
Methadone	$18/day. Methadone treatment, including medication and integrated psychosocial and medical support services (assumed daily visit) $126/wk. or $6,552/yr.
Naltrexone (oral)	Monthly Medication Rate: $85. Monthly Prescriber Rate: $150
Depot-naltrexone (injectable) (Vivitrol)	$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	$41/month
Buprenorphine (pregnancy) - 2mg	$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	$80/month
Naloxone (Narcan)	Unit Cost: $75. Prescriber Rate: $35
Suboxone and generics	$5.55 / unit @30 days = $166.50 for a 2mg-0.5mg dose; range can increase from 4mg-1mg ($290.75), 8mg-2mg ($290.75), 12mg-3mg ($572.01)

Buprenorphine - 8mg	$41/month
Buprenorphine - 2mg	$31/month
Sublocade (injectable)	$1,376/unit; 380mg injection (extended release) per month

Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols
The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications
The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by OBH must be reviewed by OBH staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an OBH template and the report or evaluation is required to display the OBH logo. The Contractor shall submit the finished document to OBH in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by OBH must note that the work is funded by the Colorado Department of Human Services, Office of Behavioral Health. Press releases about work funded by OBH must be reviewed by OBH program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Office of Behavioral Health logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned OBH program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its OBH-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Office of Behavioral Health as a funder.
5. Opinion of OBH. OBH may require the Contractor to add language to documents that mention OBH reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Office of Behavioral Health."

C. Option Letter
For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget**," based upon a cost of living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at

the same rates and terms as described in this Contract.

D. Start-up Costs
If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to OBH eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the OBH Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the OBH Contracts Unit at least five business days prior to the layoffs.

F. Licensing and Designation Database Electronic Record System (LADDERS)
The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for OBH licensing and designation, keep current all provider directory details, update daily bed counts (as applicable), and submit policies and procedures.

G. Contract Contact Procedure
The Contractor shall submit all requests for OBH interpretation of this Contract or for amendments to this Contract to the OBH Contract Manager.

H. Continuity of Operations Plan
1. In the event of an emergency resulting in a disruption of normal activities, OBH may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. OBH will set a deadline and destination email address or other contact information for a draft of the Continuity of Operations Plan at time of request. Deadline will be reasonable under the circumstances of the emergency.
3. The Continuity of Operations Plan must be specific and responsive to the circumstances of the inciting emergency.
4. OBH will provide feedback and edits to the Continuity of Operations Plan within a reasonable time frame following receipt under the circumstances of the emergency (for example, five business days where electronic communications are not disrupted).
5. OBH will present Contractor with a final Continuity of Operations Plan to Contractor for Contractor to approve in writing (hard or electronic formats). Upon Contractor's acceptance of the final Plan, Contractor may begin to operate under the terms of the Continuity of Operations Plan.

6. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance of the final Continuity of Operations Plan will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
7. OBH will submit the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.
8. Contractor shall communicate with OBH a minimum of once weekly, in a format mutually agreed upon by OBH and Contractor staff, to monitor services under the Continuity of Operations Plan. If adjustments are needed to the Plan, Contractor and OBH shall follow the procedures in section I.1-I.5 to make the change.
    a. As part of the weekly OBH/Contractor communication, Contractor and OBH will evaluate whether the emergency situation has resolved such that normal operations may be resumed.
    b. If Contractor and OBH determine that the emergency situation is sufficiently resolved, Contractor will present a 30-day closeout procedure. Contractor and OBH shall follow the procedures in section I.1-I.5 to ratify the closeout procedure. Weekly reporting shall continue throughout the closeout period and for four weeks after termination of the Continuity of Operations Plan.
    c. OBH will submit notice of termination of the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.

I. Cultural Responsiveness in Service Delivery

1. The Office of Behavioral Health expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities (e.g., racial, ethnic, limited English speaking, tribal, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_deliverables@state.co.us by August 31 annually:

a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;

b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
   1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to OBH at cdhs_deliverablesobh@state.co.us.
   2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.

B. Any subcontract for services must include, at a minimum, the following:
   3. A description of each partner's participation
   4. Responsibilities to the program (policy and/or operational)
   5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.

C. The Contractor shall provide to OBH a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_deliverablesobh@state.co.us within 30 days of subcontract execution.

D. OBH reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

A. Duty to Act in Good Faith
   The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

B. Corrective Action
   The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The

Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.
If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of $300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows– a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.

8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a.**

V. Financial Requirements

A. Funding Sources
1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by OBH, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to OBHpayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2
QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103 and, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.
   The Associate:

   Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.

Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.

Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.

Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.

i. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Agreement; State of Colorado Department o

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

verification services for eligibility programs in DHS

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/14/2021 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 5/18/2021

Revised April 2015

DocuSign Envelope ID: D7116E6A-996E-433E-9E7E-D1DB2E46CCA2

Department of Human Services

21 IHGA 168836
eClearance: 2105262

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Economic Security	**Contractor** Gunnison County Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term 6.1.2021 – 5.31.2022 $849.62 Maximum Amount for All Fiscal Years $849.62	**Contract Performance Beginning Date** The later of the Effective Date or June 1, 2021 **Initial Contract Expiration Date** May 31, 2022 or otherwise upon termination of the Schedule A as specified in the Work Number Agreement Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Fixed Price Contractor shall invoice: As specified elsewhere Fund Source: CFMS	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**8: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **No** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. § 26-1-111 Law-Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): N/A
State Representative Barry Pardus, Deputy Director Office of Economic Security 1575 Sherman St., 5th Floor Denver, CO 80203 (303) 866-3726 barry.pardus@state.co.us	**Contractor Representative** Joni Reynolds, Director Gunnison County Department of Health and Human Services 225 North Pine Street Gunnison, CO 81230 (970) 641-7940 jreynolds@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A – Statement of Work
Exhibit B – Universal Membership Agreement - 16 IHEA 83111
Exhibit C – Amendment 9 - 22 IHGA 169011
Exhibit D – UMA Exhibit 1-A

Contract Purpose

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number.

Signature Page begins on next page →

CMS: 2105262

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 Gunnison County	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
Signed: _____	Signed: DocuSigned by: Barry J. Pardus E15BD59FC154462...
Printed Name: Matthew Birnie	Printed Name: Barry J. Pardus
Title: County Manager	Title: Deputy Director - OES
Date: _____	Date: 5/6/2021
2nd State or Contractor Signature if Needed _____ By: Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date:_____

-- Signature and Cover Pages End --

DocuSign Envelope ID: D7116E6A-996E-433E-9E7E-D1DB2E46CCA2

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). 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", which shall be upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this Contract. 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 Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages 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

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then 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, at the same rates and under the same terms specified in the Contract (each such period an

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"Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." 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. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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 **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 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 ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract 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 **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

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 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, 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 other than Saturday, Sunday, or a Legal Holiday as 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(6), 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. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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), then 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 and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**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.

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M. **"Initial Term"** means the time period defined in **§2.B**.

N. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

O. "**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.

P. "**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 C.R.S.

Q. "**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.

R. "**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.

S. **"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

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such information; or (v) was independently developed without reliance on any State Confidential Information.

T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. **"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.

V. **"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.

W. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

X. "**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.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

Z. "**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

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. REPORTING - NOTIFICATION

A. 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 5 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 Signature and Cover Pages as provided in **§15**.

6. 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. 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.

B. 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.

C. 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.

7. 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

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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.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

8. 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 to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract.

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All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. 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:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. 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.

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. 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.

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G. 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.

H. Cancellation

The above 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 **§15** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All 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.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 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 7 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 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

9. 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 the 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.

10. 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. 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.

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 **§14**, shall have all remedies available at law and equity.

11. 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 **§14.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 CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 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.

12. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages 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 on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages 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 below. Either Party may change its principal representative or principal representative contact information 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.

13. 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 section 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.

14. 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

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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

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by 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. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. 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 the Contract.

N. 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 the Contract and shall be enforceable by the other Party.

O. 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.

P. 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 the Contract, and do not create any rights for such third parties.

Q. 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.

R. 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.

S. 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.

T. 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.

15. 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

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§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 strictly 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

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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.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that

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the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

16. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after

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such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

C. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

D. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

E. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

F. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

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17. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

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€: 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.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	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** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

Exhibit A – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as "County." The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services ("EVS") and intends to execute an amendment Exhibit C – Amendment 9 - 22 IHGA 169011) to the Universal Membership Agreement (collectively "Work Number Agreement"). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

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

B. Payment

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

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of June 1, 2021 to May 31, 2022 is $3,419,800.00, which is based upon an estimated 535,000 income verification requests at $6.28 per income verification request, plus a $5,000 per month service fee. County's responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

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

[County's Minimum Usage] / [Total Participating counties' Previous Usage] = County Percentage
[County Percentage] X [Annual Minimum Payment] + [Admin Fee]= County Financial Obligation

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

[Annual Minimum Payment] – [Total Actual Annual Payment] = Total Deficiency

[County Financial Obligation] – [County Actual Annual Payment] = County Deficiency

[County Deficiency] / [Total counties' Deficiency] = Deficient County Percentage

[Deficient County Percentage] X [Total Deficiency] = Deficient County Payment to State

This table represents each county's financial obligation:

County	Minimum Usage (Jun. 1, 2021 - May 31, 2022)	Minimum Cost	Admin. Fee	Total Financial Obligation
Adams	32,150	$201,902.00	$3,605.09	**$205,507.09**
Alamosa	46	$288.88	$4.75	**$293.63**
Arapahoe	62,141	$390,245.48	$6,988.52	**$397,234.00**
Archuleta	44	$276.32	$4.54	**$280.86**
Bent	15	$94.20	$1.30	**$95.50**
Boulder	14,683	$92,209.24	$1,646.17	**$93,855.41**
Broomfield	2,755	$17,301.40	$308.54	**$17,609.94**
Clear Creek	16	$100.48	$1.30	**$101.78**
Conejos	67	$420.76	$7.06	**$427.82**
Crowley	133	$835.24	$14.49	**$849.73**
Delta	558	$3,504.24	$62.12	**$3,566.36**
Denver	75,946	$476,940.88	$8,516.78	**$485,457.66**
Douglas	1,468	$9,219.04	$164.18	**$9,383.22**
Eagle	1,043	$6,550.04	$116.45	**$6,666.49**
Elbert	16	$100.48	$1.30	**$101.78**
El Paso	36,640	$230,099.20	$4,108.61	**$234,207.81**
Fremont	2,275	$14,287.00	$254.63	**$14,541.63**
Grand/Jackson	145	$910.60	$15.75	**$926.35**
Gunnison	133	$835.24	$14.38	**$849.62**
Jefferson	33,354	$209,463.12	$3,740.13	**$213,203.25**
Kiowa	16	$100.48	$1.30	**$101.78**
Kit Carson	16	$100.48	$1.30	**$101.78**
Lake	152	$954.56	$16.58	**$971.14**
La Plata/San Juan	1,346	$8,452.88	$150.47	**$8,603.35**
Larimer	24,246	$152,264.88	$2,718.64	**$154,983.52**
Las Animas	247	$1,551.16	$27.26	**$1,578.42**
Mesa	4,651	$29,208.28	$521.15	**$29,729.43**
Moffat	252	$1,582.56	$27.78	**$1,610.34**
Montezuma	1,699	$10,669.72	$190.04	**$10,859.76**
Morgan	3,158	$19,832.24	$353.66	**$20,185.90**
Park	16	$100.48	$1.30	**$101.78**
Pitkin	56	$351.68	$5.80	**$357.48**
Prowers	16	$100.48	$1.31	**$101.79**
Pueblo	11,246	$70,624.88	$1,260.73	**$71,885.61**
Rio Grande/Mineral	75	$471.00	$7.89	**$478.89**
Routt	338	$2,122.64	$37.41	**$2,160.05**
San Miguel/Ouray	123	$772.44	$13.34	**$785.78**
Summit	329	$2,066.12	$36.47	**$2,102.59**

Weld	38,110	$239,330.80	$4,273.48	**$243,604.28**
CDHS SNAP QA	280	$1,758.40	$30.92	**$1,789.32**
HCPF	185,000	$1,161,800.00	$20,747.08	**$1,182,546.08**
TOTAL	**535,000**	**$3,359,800.00**	**$60,000.00**	**$3,419,800.00**

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

6. County hereby grants the State authority to do the following:
    a. Extend until May 31, 2022 the State's agreement with TALX corporation; and
    b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

This **Universal Membership Agreement** (the "Agreement') is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

RECITALS:

A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and

B. CDHS wishes to have Participating Counties use use the Service to verify certain Consumer information.

NOW, THEREFORE, EVS and CDHS agree as follows:

1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

   This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.

3. **PARTICIPATING COUNTY OBLIGATIONS.**

   a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.

   b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

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

   If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHSwill be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

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EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Particpating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

   Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.

e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS's written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.

f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS's written permission.

g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and iii) is requesting the Data in compliance with all laws.

h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.

j. Participating County may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.

k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County's requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space providedin Participating County's Participation Agreement . Participating County may change its contact information upon written notice.

l. Additional representations and warranties as may be set forth in each Schedule A.

4. **PARTICIPATING COUNTY USE OF SERVICE.**
Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number® Employment Verification") or income ("The Work Number® Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

5. **DATA SECURITY.** This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County's FCRA and other obligations with respect to the access and use of Data.

a. Participating County will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,

2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,

3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,

4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,

5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

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6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,

8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,

9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals

10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,

11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,

13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,

14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,

15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,

16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

17. <u>not</u> allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,

18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

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19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and

20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.

b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.

6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

7. **TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.

8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

9. **WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.

10. **LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.

11. **INDEMNIFICATION**. EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.

12. **APPLICABLE LAW**. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

13. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

14. **INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.

15. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

16. **COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

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shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users"which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County). MB

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

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Human Services
Reggie Bicha, Executive Director

By (signature): Levetta Love
Name (print): Levetta Love
Title: OES Director
Date: 8.26.15

TALX Corporation,
provider of Equifax Verification Services

By (signature): [signature]
Name (print): Michael Mohr
Title: Vice President - Sales Operations
Date: 8/13/15

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

COLORADO DEPARTMENT OF HUMAN SERVICES CONTROLLER

By: Clint Woodruff

Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/27/15

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UNIVERSAL SERVICE AGREEMENT
Exhibit 1

PARTICIPATION AGREEMENT

{Enter County Name} ("**Participating County**") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "**Agreement**"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Lizzi
Main Contact Email Address	JLizzi@jefferco.us
Main Contact Phone Number:	303/271-4506
Main Contact Fax Number:	303/271-4795
Main Contact Address:	900 Jefferson County Parkway
Main Contact City:	Golden
Main Contact State:	Colorado
Main Contact Zip:	80401
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County		**TALX Corporation,**	
By (signature):	Mary C Berg for Lynn Johnson	By (signature):	[signature]
Name (print):	Mary C Berg for Lynn Johnson	Name (print):	Michael Muhn
Title:	Deputy Director	Title:	Vice President - Sales Operations
Date:	9.3.15	Date:	5/13/15

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UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Attachment 1 to Exhibit 1

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: ____

Date: 9.3.15

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: ____

Title: ____

Mailing Address: ____

E-Mail Address: ____

Phone: ____ Fax: ____

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Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

AMENDMENT 9 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT AND SCHEDULE A

This Amendment 9 is entered into by and between **TALX Corporation** ("TALX") and **The State of Colorado, Colorado Department of Human Services ("CDHS")** jointly "the Parties," with reference to the following:

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

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

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

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

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

WHEREAS, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the "Second Temporary Extension Period") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the "Third Temporary Extension Period") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the "Fourth Temporary Extension Period") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (the "Fifth Amendment); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the "Fifth Temporary Extension Period"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the "Sixth Temporary Extension Period"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the "Seventh Temporary Extension Period"); and

WHEREAS, the Parties desire to amend the Agreement in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 (the Third Successive Schedule A") and allow Colorado government entities, "Participating Entities", in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 9, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature and effective on June 1, 2021, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 9 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

A. CDHS hereby exercises a one (1) year extension beginning June 1, 2021 and ending on May 31, 2022.

B. **Pricing:**

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	**Fixed Fee** ((June 1, 2021 - May 31, 2022)	**Transaction Ceiling (Total # of Transactions)** (June 1, 2021 - May 31, 2022)	**Cost Above Ceiling (Per Transaction)**
	$3,359,800	535,000	$6.28

- Monthly Account Servicing Fee for the Third Successive Schedule Extension Period: $5,000.00

- The Fixed Fee for the products listed above will be payable as the Transactions come in. At the end of the Extension Period, if CDHS has not met the Fixed Fee, the difference between the Fixed Fee and that for the Transactions paid will be due and payable.

- The above pricing reflects the Fee for each successful Transaction and is based on one use/decision per Transaction.

- A "Transaction" is defined by a database search which successfully returns Data.

- The Annual Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. Each hit performed above the Included Annual Hits, will be charged at the overage fee noted above and shall be billed beginning in the month in which the Included Annual Hits are exceeded.

- Notwithstanding anything herein or the Agreement to the contrary, in the event CDHS terminates the Agreement or Schedule A prior to the end of the current term, CDHS shall pay one hundred percent (100%) of the remaining Fixed Fee Amount due under the current term obligation, including any overages that have been incurred, but not paid. Should the CDHS cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Fixed Fee.

C. **Exhibit 1 to Schedule A** is in addition to the existing Exhibit 1(s) to Schedule A as follows:

County	**Minimum Usage** (June 1, 2021 - May 31, 2022)	**Minimum Cost** (June 1, 2021 - May 31, 2022)	**Account Service Fee** (June 1, 2021 - May 31, 2022)	**Total Financial Obligation** (June 1, 2021 - May 31, 2022)
Adams	32,150	$201,902.00	$3,605.09	$205,507.09
Alamosa	46	$288.88	$4.75	$293.63
Arapahoe	62,141	$390,245.48	$6,988.52	$397,234.00
Archuleta	44	$276.32	$4.54	$280.86
Bent	15	$94.20	$1.30	$95.50
Boulder	14,683	$92,209.24	$1,646.17	$93,855.41
Broomfield	2,755	$17,301.40	$308.54	$17,609.94
Clear Creek	16	$100.48	$1.30	$101.78
Conejos	67	$420.76	$7.06	$427.82
Crowley	133	$835.24	$14.49	$849.73
Delta	558	$3,504.24	$62.12	$3,566.36
Denver	75,946	$476,940.88	$8,516.78	$485,457.66
Douglas	1,468	$9,219.04	$164.18	$9,383.22
Eagle	1,043	$6,550.04	$116.45	$6,666.49
Elbert	16	$100.48	$1.30	$101.78
El Paso	36,640	$230,099.20	$4,108.61	$234,207.81

Fremont	2,275	$14,287.00	$254.63	$14,541.63
Grand/Jackson	145	$910.60	$15.75	$926.35
Gunnison	133	$835.24	$14.38	$849.62
Jefferson	33,354	$209,463.12	$3,740.13	$213,203.25
Kiowa	16	$100.48	$1.30	$101.78
Kit Carson	16	$100.48	$1.30	$101.78
Lake	152	$954.56	$16.58	$971.14
La Plata/San Juan	1,346	$8,452.88	$150.47	$8,603.35
Larimer	24,246	$152,264.88	$2,718.64	$154,983.52
Las Animas	247	$1,551.16	$27.26	$1,578.42
Mesa	4,651	$29,208.28	$521.15	$29,729.43
Moffat	252	$1,582.56	$27.78	$1,610.34
Montezuma	1,699	$10,669.72	$190.04	$10,859.76
Morgan	3,158	$19,832.24	$353.66	$20,185.90
Park	16	$100.48	$1.30	$101.78
Pitkin	56	$351.68	$5.80	$357.48
Prowers	16	$100.48	$1.31	$101.79
Pueblo	11,246	$70,624.88	$1,260.73	$71,885.61
Rio Grande/Mineral	75	$471.00	$7.89	$478.89
Routt	338	$2,122.64	$37.41	$2,160.05
San Miguel/Ouray	123	$772.44	$13.34	$785.78
Summit	329	$2,066.12	$36.47	$2,102.59
Weld	38,110	$239,330.80	$4,273.48	$243,604.28
CDHS SNAP QA	280	$1,758.40	$30.92	$1,789.32
HCPF	185,000	$1,161,800.00	$20,747.08	$1,182,547.08
TOTAL	**535,000**	**$3,359,800.00**	**$60,000.00**	**$3,419,800.00**

D. The Parties agree the Scope of Work below specific to Participating Entities, shall be attached to and made part of Schedule A to the Agreement.

E. **Section 1, SCOPE OF THE AGREEMENT**. The parties agree to expand use of the Services beyond Colorado's counties to add governmental entities "Participating Entity", provided such entities individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1-A attached hereto (including Attachment 1-A to Exhibit 1-A), attached hereto; along with, an applicable Schedule A. All obligations of "Participating County", "CDHS", and terms and conditions of the Agreement shall apply equally to and separately to each Participating Entity executing a Participation Agreement and Schedule A.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this 9TH Amendment through their duly authorized representatives.

STATE OF COLORADO **Jared Polis, GOVERNOR** Colorado Department of Human Services Michelle Barnes, Executive Director	**TALX Corporation,** **provider of Equifax Verification Services**
By (signature): _____	By (signature): _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

This Amendment 9 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By (signature): _____

Name/Title: (print): _____

Date: _____

Scope of Work to Schedule A
Employment and Income Verification (VOE/VOI) Database and Web Service
(Participating Entities only)

TALX Corporation, a provider of Equifax Verification Services ("EVS") shall maintain an employment and income verification database ("The Work Number®" or "TWN") and "Web" Service that provides real-time responses to queries from Participating Entities via system-to-system integration delivery between EVS and the State's application, the Colorado Benefits Management System ("CBMS").

I. The Web Service shall:
- A. Accept query requests from CBMS; and
- B. Provide a real-time response to each query as described below.

II. For each Web Service query, EVS shall return matching employment and income records ("records") from TWN, except for those records that EVS would return for the same query to the Centers for Medicare and Medicaid Services ("CMS") as the provider of TWN employment and income data ("Data") for the CMS Federal Data Services Hub ("FDSH") Current Sources of Income and Employment Verification Service ("CSIVS"). At the present time, records not returned to CMS generally fall into one or more of the following three categories:
- A. Records in which CMS-required data element(s) are not available;
- B. Records in which the "As Of Date" is older than 90 days; and
- C. Records not conforming to other technical criteria, such as XML schema validation.

III. EVS shall provide ongoing operational support as follows:
- A. Web Service must be available and return a valid response to requests for at least 99.9% of the seconds in each month, exclusive of EVS planned outages and maintenance windows; and, update the Web Service to ensure 24x7 operations, with the exception of planned outages and maintenance windows. This includes personnel to troubleshoot and resolve operational or technical issues pertaining to the Web Service.
- B. Standard monthly usage reports to verify all transactions via the Web Service. At a minimum, these reports shall include the following elements:
  1. Total number of queries from CBMS to TWN via the Web Service;
  2. Total number of responses returned from TWN via the Web Service to CBMS;
  3. Total number of queries in which no record was returned from TWN via the Web Service;
  4. Average time to return a response from TWN via the Web Service to CBMS;
  5. Total number of responses returned from TWN via the Web Service divided by the total number of queries from CBMS ("Web Service Rate of Return"); and

  These reports may also include the following elements, as allowable by CMS:
  1. Total number of queries from CBMS to TWN via CMS FDSH;
  2. Total number of responses returned from TWN via CMS FDSH to CBMS; and
  3. Total number of responses returned from TWN via CMS FDSH divided by the total number of queries from CBMS ("CMS FDSH Rate of Return");
- C. Regular status meetings once per month, as deemed necessary by EVS and Participating Entities.

1. Initial status meetings will occur twice per month between EVS and Participating Entities, as agreed upon and deemed necessary, to enable discussion of agreed upon tasks.

D. Upgrades to the Web Service as EVS may reasonably require, such as the following:

1. Upgrades that are necessary to support CMS, and to mirror the Web Service for CBMS, will be made at no charge to the State of Colorado, Colorado Department of Human Services ("CDHS") or its Participating Entities; and
2. Any custom development requested beyond the established Web Service as outlined in the Interface Control Document may result in separate fee item(s).

IV. Out of Scope:

Multiple use of TWN Data by any other agency, division, program, entity or political subdivision (even if named in the Agreement), after being used by the State's medical assistance programs, is prohibited unless the parties mutually agree in writing to multi-use decisioning in the future.

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UNIVERSAL MEMBERSHIP AGREEMENT

Exhibit 1-A

PARTICIPATION AGREEMENT
FOR PARTICIPATING ENTITY

(Attached under separate cover)

DocuSign Envelope ID: D7116E6A-996E-433E-9E7E-D1DB2E46CCA2

UNIVERSAL MEMBERSHIP AGREEMENT

Exhibit 1-A

PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY

{Enter Entity Name} ("**Participating Entity**") and TALX Corporation, a provider of Equifax Verification Services, ("**EVS**") agree (i) that Participating Entity shall receive Services under the provisions of the Universal Membership Agreement last signed by the parties on or about August 26, 2015, and as amended, (the "**Agreement**"), by and between **EVS** and **CDHS**, which provisions are incorporated herein by reference; and (ii) that each reference to Participating Entity in the Agreement shall refer to Participating Entity separately, as if Participating Entity had executed the Agreement itself.

Effective Date:

Participating Entity Information:

Location ID:	
Location Name:	
Main Contact:	
Main Contact Email Address	
Main Contact Phone Number:	
Main Contact Fax Number:	
Main Contact Address:	
Main Contact City:	
Main Contact State:	
Main Contact Zip:	
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating Entity agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating Entity		**TALX Corporation,**	
By (signature):	_____	By (signature):	_____
Name (print):	_____	Name (print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

DocuSign Envelope ID: D7116E6A-996E-433E-9E7E-D1DB2E46CCA2

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Attachment 1-A to Exhibit 1-A

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter Entity Name} ("Participating Entity"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating Entity's continued use of EVS services in relation to Vermont consumers, Participating Entity hereby certifies as follows:

Vermont Certification. Participating Entity certifies that it will comply with applicable provisions under Vermont law. In particular, Participating Entity certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating Entity has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating Entity further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating Entity: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

DocuSign Envelope ID: D7116E6A-996E-433E-9E7E-D1DB2E46CCA2

Attachment 1-A to Exhibit 1-A Continued

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Kit Carson Tiling LLC; Ceram

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Kit Carson Tiling, LLC

Term Begins: May 18, 2021 **Term Ends:** 8/31/2021 **Grant Contract #:**

Summary:

Installation of ceramic in the multi-purpose building. Restrooms south end and restrooms, entry way and hall north end.

Fiscal Impact:

Submitted by: Melody Roper **Submitter's Email Address:** mroper@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Purchase of tile was in 2020 with Conservation Trust funds, the installation of the tile will be the same use of Trust funds.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/14/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:
Reviewed and approved. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/14/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 5/18/2021

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the __18__ day of _____May__, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and __Kit Carson Tiling, LLC_____, whose address is __105 M and M Lane, Unit B, Salida, CO 81201-2560_____(herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding _____installation of ceramic tile, as detailed in Appendix A, tiling estimate_ ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on ____August 31, 2021_____, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its _safety and maintenance_____ strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Thirteen thousand eight hundred and five and No/100 U.S. Dollars ($13,805.00). Payment shall be made by Gunnison County to Contractor within 30 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. **INDEPENDENT CONTRACTOR.**

IN CARRYING OUT ITS OBLIGATIONS AND ACTIVITIES UNDER THIS AGREEMENT, CONTRACTOR IS ACTING AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT, PARTNER, JOINT VENTURE OR EMPLOYEE OF GUNNISON COUNTY. CONTRACTOR DOES NOT HAVE ANY AUTHORITY TO BIND GUNNISON COUNTY IN ANY MANNER WHATSOEVER.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO: (I) UNEMPLOYMENT INSURANCE BENEFITS; OR (II) WORKERS

COMPENSATION COVERAGE, FROM GUNNISON COUNTY. Further, contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

9. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and

Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

15. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Kit Carson Tiling, LLC 105 M and M Lane, Unit B Salida, CO 81201-2560

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

19. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____ By: _____ Jonathan
Houck, Chairperson Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: REED, KIT

APPENDIX A

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USAA INSURANCE AGENCY INC/PHS
65812846
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 242-1430
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURED
Kit Carson Tiling LLC
105 M AND M LN UNIT B
SALIDA CO 81201-2560

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		65 SBA AL1RS3	04/01/2021	04/01/2022	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			65 SBA AL1RS3	04/01/2021	04/01/2022	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER
Gunnison County
200 E VIRGINIA AVE
GUNNISON CO 81230

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Castaneda

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APPENDIX B

Kit Carson Tiling LLC
105 M and M Lane Unit B
Salida, CO 81201 US
+1 7192713270
kitcarsontilingllc@mail.com

KIT CARSON TILING LLC
SALIDA, COLORADO

Estimate

ADDRESS
Melody Roper
275 S. Spruce St
Gunnison, CO 81230

ESTIMATE 1007
DATE 05/14/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Floor		914	12.50	11,425.00
Mapei Flexcolor		8	50.00	400.00
Thin Set		25	25.00	625.00
10 percent expense cost	This is just in case there are any expenses not expect for this job.	1	1,255.00	1,255.00
Freight		1	100.00	100.00

TOTAL **$13,805.00**

Accepted By

Accepted Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report - April 2021

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

April 2021 Cash Transfer Report

Fiscal Impact: $4,161,601.95

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
APRIL 2021

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(463,551.96)
130	95 11122	General - Payroll Account	695,897.88	0.00
150	01 11102	General - Water Resources	0.00	(4,247.65)
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,579,801.41)
002	02 11900	Road & Bridge	0.00	(155,584.88)
003	03 11900	Human Services	0.00	(8,670.74)
004	04 11900	Public Health Agency	0.00	(40,064.28)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(1,499.10)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	79,896.85	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	245,436.89	0.00
013	13 11900	Land Preservation	50,313.78	0.00
030	30 11900	Mosquito Control	0.00	(15,158.89)
032	32 11900	Sage Grouse Trust	0.00	(547.21)
034	34 11900	Risk Management	0.00	(14,426.49)
041	41 11900	Airport Construction	0.00	(120,545.92)
043	43 11900	Capital Expenditures	0.00	(458,100.67)
050	50 11900	Gunnison County Sewer	0.00	(185,464.32)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(23,941.55)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(29,117.97)
125	52 11101	Solid Waste - Landfill Closure	4,448.93	0.00
126	52 11102	Solid Waste - Landfill Const	16,520.91	0.00
070	70 11900	Housing Authority	0.00	(2,744.86)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(52,423.20)
140	71 11101	Senior Housing - Deposits	200.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	38,907.76	0.00
082	82 11900	ISF-II	0.00	(5,710.85)
090	90 11900	Health Insurance Trust	16,084.73	0.00
115	90 11101	Health Insurance Claims	128,020.72	0.00
091	91 11900	Local Marketing District	110,964.01	0.00
092	92 11900	Transportation Authority	300,643.38	0.00
093	93 11900	Public Trustee Agency	10,135.99	0.00
145	95 11121	Accounts Payable Clearing	2,464,130.12	0.00
		TOTALS	**$ 4,161,601.95**	**$ (4,161,601.95)**

TRANSFER FOR JOURNAL ENTRIES:
104237, 104238, 104239, 104240, 104241, 31942, 31944, 332, 103208, 103218, 103261, 103262, 103265, 103266, 103274, 103275, 103276, 104045, 104173, 104307, 104308, 104309, 104310, 104314, 104312, 104305, 104315, 104316, 104313, 104321, 345, 345, 103279, 333, 104270, AP APR, APR GBI, APR PRJ, APR UBB,

PREPARED BY: _____ DATE: 5/10/21

AUTHORIZED BY: _____ DATE: 5/10/21

RECEIVED BY TREASURER: _____ DATE: 5-10-21

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: APRIL 2021

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101
0.00	104237,	STND1: VEHICLE/EQUIPMENT RENT	04/30/21	(16,219.98)						(245.83)				
0.00	104238,	STND2: BUDGETED INTERFUND TRANSF	04/30/21	49,200.65					(8,048.33)		(5,971.58)			
0.00	104239,	STND3: MAPPING SYSTEM CHARGES	04/30/21	(11,864.01)					(1,675.91)	(22.08)	(22.08)			
0.00	104240,	STND4: TELEPHONE/FAX SYSTEM CHARGES	04/30/21	(4,480.33)					(412.50)	(881.25)	(524.99)			
0.00	104241,	STND5: COMPUTER SYSTEM CHARGES	04/30/21	(25,289.58)					(2,870.83)	(1,750.00)	(3,419.83)			
0.00	31942,	PCARD DISTRIBUTION 1/6	01/31/21	59,186.89					(261.48)	(2,504.72)	(42,897.88)			
0.00	31944,	PCARD DISTRIBUTION 2/6	01/31/21	19,968.98					(1,447.77)	(2,533.96)	(10,229.95)			
0.00	345,	RECORD WATER CASH USE	01/31/21	215.40	(215.40)									
0.00	332,	PCARD DISTRIBUTION 3/6	02/28/21	20,509.42					(675.80)	(2,731.77)	(7,283.24)			
0.00	333,	RECLASS TO CAPITAL ACCT CODE	02/28/21	2,389.47										
0.00	103208,	PUBLIC HEALTH PHOTOCOPY MAR	03/31/21								(957.44)			
0.00	103218,	RECLASS SHADY ISLAND TO 43	03/31/21	119,036.08										
0.00	103261,	CORR MT VIEW DEPOSITS	03/31/21											
0.00	103262,	FUELTXQ121	03/31/21	(2,258.06)						23.92	2.46			
0.00	103265,	EQUIPMENT USAGE MAR	03/31/21	(119.50)					(118,487.30)					
0.00	103266,	MATERIAL USAGE MAR	03/31/21	(2.30)					(30,623.17)					
0.00	103274,	RECORD BOND ACTIVITY 1ST QTR	03/31/21										0.90	
0.00	103275,	BUD TRANS 1Q FROM SAGE GROUSE	03/31/21	6,123.69										
0.00	103276,	MOTORPOOL RENTS MAR	03/31/21	(146.72)							(23.52)			
0.00	103279,	RECORD WATER CASH USE	03/31/21	456.00	(456.00)									
0.00	104045,	WATER & SEWER POSTAGE 2ND QTR	04/30/21	533.84										
0.00	104173,	FACILITY EQUIPMENT USAGE	04/30/21	(141.00)										
0.00	104270,	NET PAYROLL TRANSFER APR	04/30/21	(695,897.88)										
0.00	104305,	REC MED/DEN/FLEX/Rx CHECKS APR	04/30/21	(4,704.29)										
0.00	104307,	POSTAGE USE APRIL	04/30/21	(1,436.72)										
0.00	104308,	COPIES BLACK APRIL 2021	04/30/21	(888.42)					(0.20)	(22.36)	(7.28)			
0.00	104309,	COPIES COLOR APRIL 2021	04/30/21	(811.80)						(8.46)	(16.92)			
0.00	104310,	PH PHOTOCOPY APRIL	04/30/21								(503.52)			
0.00	104312,	REVENUE CLEARING ACTIVITY APR	04/30/21	68,512.62				(2,570,956.05)	196,003.30	178,520.52	44,149.43			
0.00	104313,	DHS RENT APR	04/30/21	12,297.00						(12,297.00)				
0.00	104314,	RECORD PW COMP EARNED APR	04/30/21						1,010.52					
0.00	104315,	RECORD LIBRARY CONST ACTIVITY	04/30/21											
0.00	104316,	LANDFILL SURCHARGE ALLOC APR	04/30/21											
0.00	104321,	TRANSFER CASH FOR SHORTAGE	04/30/21	(105,000.00)							90,000.00			
0.00	345,	RECORD WATER CASH USE	04/30/21	3,576.25	(3,576.25)									
0.00	APR AP,	AP CLEARING APRIL	04/30/21	(343,235.43)					(19,440.14)	(8,201.03)	(9,809.12)		(1,500.00)	
0.00	APR GBI,	LANDFILL INTERFUND CHARGES APR	04/30/21	(292.12)										
0.00	APR PRJ,	Payroll Journals	04/30/21	434,329.00					(166,552.75)	(131,090.08)	(92,548.82)			
0.00	APR UBB,	2nd QTR WTR/SWR BILLING	04/01/21	(139.95)	-	-	-	-	(2,102.52)	-	-	-	-	-
0.00		Cash Transfer adjustments		(46,959.16)	-	-	-	(8,845.36)	-	(24,926.64)	-	-	-	-
0.00		TOTALS		(463,551.96)	(4,247.65)	-	-	(2,579,801.41)	(155,584.88)	(8,670.74)	(40,064.28)	-	(1,499.10)	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: APRIL 2021

JE's	Description	Finance Business Date	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**41** Airport Construction 41 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900
104237,	STND1: VEHICLE/EQUIPMENT RENT	04/30/21		(502.25)									(397.13)		(576.68)
104238,	STND2: BUDGETED INTERFUND TRANSF	04/30/21		(5,577.33)		(8,333.33)		1,277.00					(3,903.17)		1,061.17
104239,	STND3: MAPPING SYSTEM CHARGES	04/30/21		(22.08)											(661.50)
104240,	STND4: TELEPHONE/FAX SYSTEM CHARGES	04/30/21		(300.00)											
104241,	STND5: COMPUTER SYSTEM CHARGES	04/30/21		(1,654.17)											(166.67)
31942,	PCARD DISTRIBUTION 1/6	01/31/21		(1,137.10)											(286.14)
31944,	PCARD DISTRIBUTION 2/6	01/31/21		(454.79)											(106.91)
345,	RECORD WATER CASH USE	01/31/21													
332,	PCARD DISTRIBUTION 3/6	02/28/21													(159.72)
333,	RECLASS TO CAPITAL ACCT CODE	02/28/21										(2,389.47)			
103208,	PUBLIC HEALTH PHOTOCOPY MAR	03/31/21													
103218,	RECLASS SHADY ISLAND TO 43	03/31/21										(119,036.08)			
103261,	CORR MT VIEW DEPOSITS	03/31/21													
103262,	FUELTXQ121	03/31/21													35.51
103265,	EQUIPMENT USAGE MAR	03/31/21											(19.00)		(44.14)
103266,	MATERIAL USAGE MAR	03/31/21													
103274,	RECORD BOND ACTIVITY 1ST QTR	03/31/21										(0.90)			
103275,	BUD TRANS 1Q FROM SAGE GROUSE	03/31/21							(6,123.69)						
103276,	MOTORPOOL RENTS MAR	03/31/21													
103279,	RECORD WATER CASH USE	03/31/21													
104045,	WATER & SEWER POSTAGE 2ND QTR	04/30/21											(358.91)		(174.93)
104173,	FACILITY EQUIPMENT USAGE	04/30/21													
104270,	NET PAYROLL TRANSFER APR	04/30/21													
104305,	REC MED/DEN/FLEX/Rx CHECKS APR	04/30/21													
104307,	POSTAGE USE APRIL	04/30/21		(3.20)											
104308,	COPIES BLACK APRIL 2021	04/30/21		(2.67)											
104309,	COPIES COLOR APRIL 2021	04/30/21		(0.36)											
104310,	PH PHOTOCOPY APRIL	04/30/21													
104312,	REVENUE CLEARING ACTIVITY APR	04/30/21		223,439.62		406,596.14	50,313.78				163,412.04	336,645.57			
104313,	DHS RENT APR	04/30/21													
104314,	RECORD PW COMP EARNED APR	04/30/21											(81.57)		(253.91)
104315,	RECORD LIBRARY CONST ACTIVITY	04/30/21													
104316,	LANDFILL SURCHARGE ALLOC APR	04/30/21							6,831.68						
104321,	TRANSFER CASH FOR SHORTAGE	04/30/21													
345,	RECORD WATER CASH USE	04/30/21													
APR AP,	AP CLEARING APRIL	04/30/21		(66,149.17)		(152,825.92)		(16,435.89)	(1,255.20)	(14,426.49)	(283,957.96)	(673,319.79)	(96,135.83)		(96,980.84)
APR GBI,	LANDFILL INTERFUND CHARGES APR	04/30/21		(71.90)											
APR PRJ,	Payroll Journals	04/30/21		(67,667.75)									(2,014.20)		(10,423.77)
APR UBB,	2nd QTR WTR/SWR BILLING	04/01/21	-	-	-	-	-	-	-	-	-	-	(82,554.51)	-	84,796.98
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-	-	-	-
	TOTALS		-	79,896.85	-	245,436.89	50,313.78	(15,158.89)	(547.21)	(14,426.49)	(120,545.92)	(458,100.67)	(185,464.32)	-	(23,941.55)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: APRIL 2021

JE's	Description	Finance Business Date	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101
104237,	STND1: VEHICLE/EQUIPMENT RENT	04/30/21		(10,584.73)								28,526.60			
104238,	STND2: BUDGETED INTERFUND TRANSF	04/30/21		(6,526.00)			(818.33)					(293.34)	(3,474.50)	(4,086.00)	
104239,	STND3: MAPPING SYSTEM CHARGES	04/30/21					(22.08)						14,289.74		
104240,	STND4: TELEPHONE/FAX SYSTEM CHARGES	04/30/21										(37.50)	6,674.07		
104241,	STND5: COMPUTER SYSTEM CHARGES	04/30/21		(420.83)								(166.67)	35,948.58		
31942,	PCARD DISTRIBUTION 1/6	01/31/21		(2,190.00)			(15.26)					(2,764.03)	(7,095.28)		
31944,	PCARD DISTRIBUTION 2/6	01/31/21		(3,728.08)								(437.96)	(994.56)		
345,	RECORD WATER CASH USE	01/31/21													
332,	PCARD DISTRIBUTION 3/6	02/28/21					(1,356.26)					(1,804.88)	(6,462.75)		
333,	RECLASS TO CAPITAL ACCT CODE	02/28/21													
103208,	PUBLIC HEALTH PHOTOCOPY MAR	03/31/21											957.44		
103218,	RECLASS SHADY ISLAND TO 43	03/31/21													
103261,	CORR MT VIEW DEPOSITS	03/31/21							(200.00)	200.00					
103262,	FUELTXQ121	03/31/21		441.32								1,754.85			
103265,	EQUIPMENT USAGE MAR	03/31/21		(1,812.68)								120,482.62			
103266,	MATERIAL USAGE MAR	03/31/21										30,625.47			
103274,	RECORD BOND ACTIVITY 1ST QTR	03/31/21													
103275,	BUD TRANS 1Q FROM SAGE GROUSE	03/31/21													
103276,	MOTORPOOL RENTS MAR	03/31/21										315.84	(145.60)		
103279,	RECORD WATER CASH USE	03/31/21													
104045,	WATER & SEWER POSTAGE 2ND QTR	04/30/21													
104173,	FACILITY EQUIPMENT USAGE	04/30/21										141.00			
104270,	NET PAYROLL TRANSFER APR	04/30/21													
104305,	REC MED/DEN/FLEX/Rx CHECKS APR	04/30/21												(122,526.65)	127,230.94
104307,	POSTAGE USE APRIL	04/30/21											1,439.92		
104308,	COPIES BLACK APRIL 2021	04/30/21											920.93		
104309,	COPIES COLOR APRIL 2021	04/30/21											837.54		
104310,	PH PHOTOCOPY APRIL	04/30/21											503.52		
104312,	REVENUE CLEARING ACTIVITY APR	04/30/21		1,650.72					10,211.00						
104313,	DHS RENT APR	04/30/21													
104314,	RECORD PW COMP EARNED APR	04/30/21		(641.31)								(33.73)			
104315,	RECORD LIBRARY CONST ACTIVITY	04/30/21													
104316,	LANDFILL SURCHARGE ALLOC APR	04/30/21		(27,801.52)	4,448.93	16,520.91									
104321,	TRANSFER CASH FOR SHORTAGE	04/30/21												(789.78)	789.78
345,	RECORD WATER CASH USE	04/30/21													
APR AP,	AP CLEARING APRIL	04/30/21		(12,758.57)			(532.93)		(62,434.20)			(75,968.98)	(10,487.87)	(42,155.11)	
APR GBI,	LANDFILL INTERFUND CHARGES APR	04/30/21		364.02											
APR PRJ,	Payroll Journals	04/30/21		(45,108.83)								(61,431.53)	(38,622.03)	185,642.27	
APR UBB,	2nd QTR WTR/SWR BILLING	04/01/21	-	-	-	-	-	-	-	-	-	-	-	-	-
	Cash Transfer adjustments		-	79,998.52	-	-	-	-	-	-	-	-	-	-	-
	TOTALS		-	(29,117.97)	4,448.93	16,520.91	(2,744.86)	-	(52,423.20)	200.00	-	38,907.76	(5,710.85)	16,084.73	128,020.72

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: APRIL 2021

JE's	Description	Finance Business Date	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
104237,	STND1: VEHICLE/EQUIPMENT RENT	04/30/21					
104238,	STND2: BUDGETED INTERFUND TRANSF	04/30/21	(3,561.08)	(945.83)			
104239,	STND3: MAPPING SYSTEM CHARGES	04/30/21					
104240,	STND4: TELEPHONE/FAX SYSTEM CHARGES	04/30/21			(37.50)		
104241,	STND5: COMPUTER SYSTEM CHARGES	04/30/21			(210.00)		
31942,	PCARD DISTRIBUTION 1/6	01/31/21			(35.00)		
31944,	PCARD DISTRIBUTION 2/6	01/31/21			(35.00)		
345,	RECORD WATER CASH USE	01/31/21					
332,	PCARD DISTRIBUTION 3/6	02/28/21			(35.00)		
333,	RECLASS TO CAPITAL ACCT CODE	02/28/21					
103208,	PUBLIC HEALTH PHOTOCOPY MAR	03/31/21					
103218,	RECLASS SHADY ISLAND TO 43	03/31/21					
103261,	CORR MT VIEW DEPOSITS	03/31/21					
103262,	FUELTXQ121	03/31/21					
103265,	EQUIPMENT USAGE MAR	03/31/21					
103266,	MATERIAL USAGE MAR	03/31/21					
103274,	RECORD BOND ACTIVITY 1ST QTR	03/31/21					
103275,	BUD TRANS 1Q FROM SAGE GROUSE	03/31/21					
103276,	MOTORPOOL RENTS MAR	03/31/21					
103279,	RECORD WATER CASH USE	03/31/21					
104045,	WATER & SEWER POSTAGE 2ND QTR	04/30/21					
104173,	FACILITY EQUIPMENT USAGE	04/30/21					
104270,	NET PAYROLL TRANSFER APR	04/30/21					695,897.88
104305,	REC MED/DEN/FLEX/Rx CHECKS APR	04/30/21					
104307,	POSTAGE USE APRIL	04/30/21					
104308,	COPIES BLACK APRIL 2021	04/30/21					
104309,	COPIES COLOR APRIL 2021	04/30/21					
104310,	PH PHOTOCOPY APRIL	04/30/21					
104312,	REVENUE CLEARING ACTIVITY APR	04/30/21	318,584.14	572,917.17			
104313,	DHS RENT APR	04/30/21					
104314,	RECORD PW COMP EARNED APR	04/30/21					
104315,	RECORD LIBRARY CONST ACTIVITY	04/30/21					
104316,	LANDFILL SURCHARGE ALLOC APR	04/30/21					
104321,	TRANSFER CASH FOR SHORTAGE	04/30/21			15,000.00		
345,	RECORD WATER CASH USE	04/30/21					
APR AP,	AP CLEARING APRIL	04/30/21	(204,059.05)	(271,327.96)		2,463,397.48	
APR GBI,	LANDFILL INTERFUND CHARGES APR	04/30/21					
APR PRJ,	Payroll Journals	04/30/21			(4,511.51)		
APR UBB,	2nd QTR WTR/SWR BILLING	04/01/21	-	-	-	-	-
	Cash Transfer adjustments		-	-	-	732.64	-
	TOTALS		110,964.01	300,643.38	10,135.99	2,464,130.12	695,897.88

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax and Local Marketing District Tax Reports

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

March 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356										51,095,903
Crested Butte	12,513,507	13,017,048	16,540,802										42,071,357
Mt. Crested Butte	4,990,371	6,986,247	7,855,129										19,831,747
Marble	134,091	110,204	163,848										408,143
Pitkin	60,157	74,791	61,971										196,919
Unincorporated	7,999,252	8,959,136	9,714,171										26,672,559
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	0	0	0	0	0	0	0	0	0	140,276,628
Computed 1% Sales Tax	**422,898.34**	**461,525.17**	**518,342.77**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,402,766.28**
% Incr(Decr) of 2021 over 2020	**11.54%**	**21.90%**	**67.66%**										

For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
TOTAL TAXABLE SALES	37,915,982	37,860,613	30,917,196	25,497,004	29,934,755	42,907,034	57,766,212	52,786,214	56,939,380	41,908,618	35,308,261	50,472,348	500,213,617
Computed 1% Sales Tax	**379,159.82**	**378,606.13**	**309,171.96**	**254,970.04**	**299,347.55**	**429,070.34**	**577,662.12**	**527,862.14**	**569,393.80**	**419,086.18**	**353,082.61**	**504,723.48**	**5,002,136.17**
% Incr(Decr) of 2020 over 2019	**15.90%**	**17.12%**	**-9.57%**	**-0.53%**	**9.50%**	**2.63%**	**2.32%**	**6.46%**	**28.78%**	**13.56%**	**11.42%**	**13.55%**	**9.38%**

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	43,769,022	51,095,903	7,326,881	16.74%
Crested Butte	26,366,103	42,071,357	15,705,254	59.57%
Mt. Crested Butte	13,945,226	19,831,747	5,886,521	42.21%
Marble	193,056	408,143	215,087	111.41%
Pitkin	83,514	196,919	113,405	135.79%
Unincorporated	22,336,870	26,672,559	4,335,689	19.41%
TOTAL TAXABLE SALES	106,693,791	140,276,628	33,582,837	31.48%
TOTAL COUNTY REVENUE	596,661	781,703	185,042	31.01%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	41,471,305	43,769,022	2,297,717	5.54%
Crested Butte	30,359,088	26,366,103	(3,992,985)	-13.15%
Mt. Crested Butte	14,351,957	13,945,226	(406,731)	-2.83%
Marble	264,939	193,056	(71,883)	-27.13%
Pitkin	567,598	83,514	(484,084)	-85.29%
Unincorporated	12,211,528	22,336,870	10,125,342	82.92%
TOTAL TAXABLE SALES	99,226,415	106,693,791	7,467,376	7.53%
TOTAL COUNTY REVENUE	512,751	596,661	83,911	16.36%

PREVIOUS YEARS FOR COMPARISON

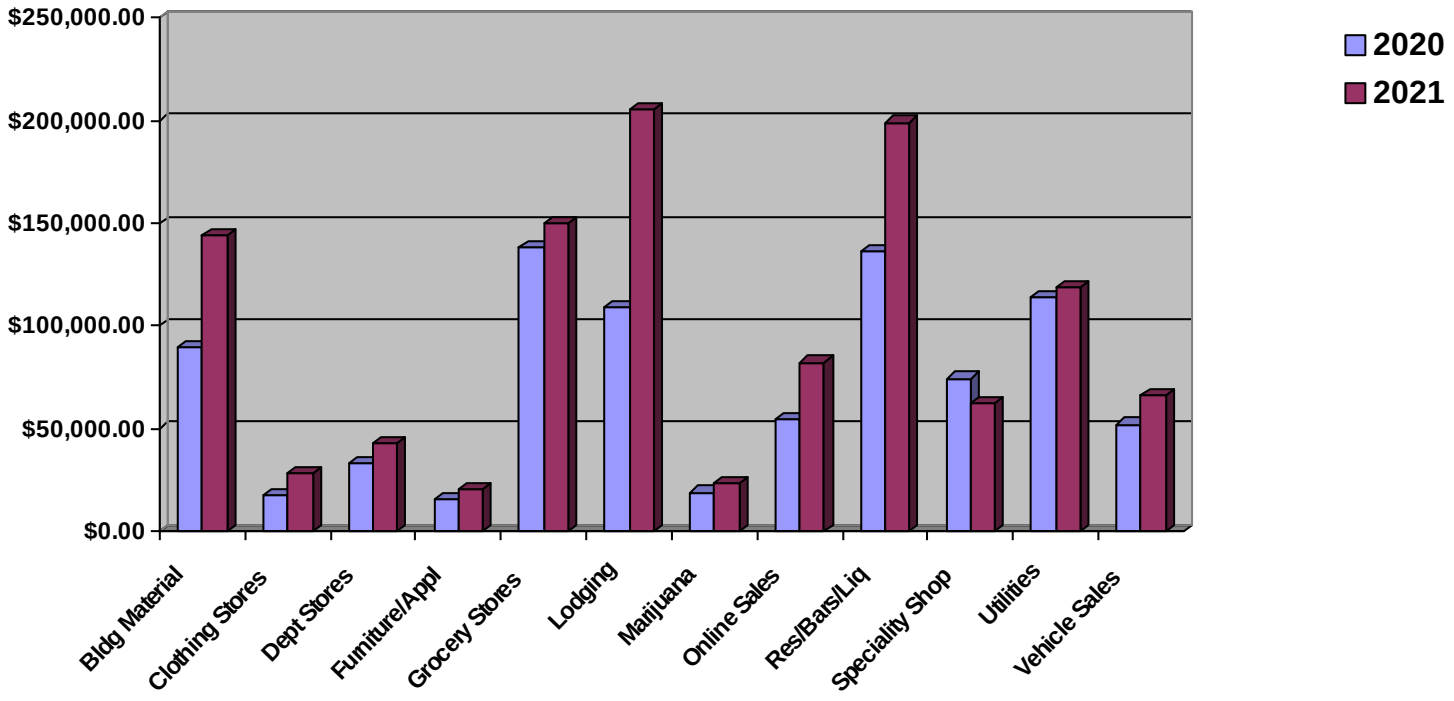
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
TOTAL TAXABLE SALES	374,332,808	419,090,814	44,758,006	11.96%

SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2021	Current Month TOTAL COUNTY REVENUE	$ 233,764.43	$ 257,877.27	$ 290,061.24										$ 781,702.94	$ 781,702.94	$ 2,633,392.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%											31.01%	29.68%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 596,661.31	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		16.36%	25.23%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 512,750.73	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		7.85%	24.30%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 475,409.96	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		2.92%	24.71%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 461,933.84	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		3.66%	25.13%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 445,616.20	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		10.62%	24.24%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 402,852.42	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		12.40%	25.34%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 358,394.19	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		3.13%	24.35%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 347,521.74	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		8.63%	24.38%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 319,900.10	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		0.99%	24.07%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 316,757.75	$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		-1.82%	24.10%
2010	Current Month TOTAL COUNTY REVENUE	$ 98,400.27	$ 96,807.67	$ 127,414.83	$ 67,498.88	$ 76,966.39	$ 124,445.99	$ 170,158.18	$ 155,201.21	$ 119,801.59	$ 93,460.15	$ 83,089.19	$ 135,867.11	$ 1,349,111.46	$ 322,622.77	$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%	3.59%		-1.14%	22.28%
2009	Current Month TOTAL COUNTY REVENUE	$ 108,739.89	$ 103,664.68	$ 113,950.67	$ 70,950.60	$ 83,421.06	$ 129,132.90	$ 160,419.87	$ 145,416.76	$ 127,133.00	$ 88,715.98	$ 76,977.54	$ 131,163.52	$ 1,339,686.47	$ 326,355.24	$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF MARCH



Taxes by Industry and Jurisdiction

March 2021

Amusement & Entertainment

Almont	133.65
Crested Butte	12654.87
Gunnison	5890.95
Marble	25.62
Mt. Crested Butte	7055.19
Ohio City	6.00
Parlin	9.98
Pitkin	28.14
Rem of Cnty	5453.72
Sapinero	11.71
Somerset	5.75
Grand Total By Industry:	$31,275.58

Bldg Material & Trades

Almont	3.50
Crested Butte	20864.99
Gunnison	22092.00
Marble	107.87
Mt. Crested Butte	1044.93
Ohio City	-2083.45
Parlin	1.92
Pitkin	33.53
Powderhorn	0.70
Rem of Cnty	6802.94
Somerset	223.15
Grand Total By Industry:	$49,092.08

Clothing Stores

Almont	55.02
Crested Butte	6097.36
Gunnison	2195.41
Marble	22.86
Mt. Crested Butte	3551.51
Ohio City	28.03
Parlin	1.42
Pitkin	18.96
Powderhorn	1.59

Rem of Cnty	540.70
Sapinero	1.28
Somerset	1.63
Tincup	0.31
Grand Total By Industry:	$12,516.08

Department Stores

Almont	39.46
Crested Butte	1091.08
Gunnison	13249.07
Marble	11.73
Mt. Crested Butte	123.56
Ohio City	14.34
Parlin	54.06
Pitkin	1.95
Rem of Cnty	429.59
Somerset	118.64
Grand Total By Industry:	$15,133.48

Furniture & Appliance Stores

Almont	7.68
Crested Butte	2113.37
Gunnison	2170.50
Marble	36.04
Mt. Crested Butte	1237.28
Ohio City	0.32
Pitkin	0.48
Rem of Cnty	2731.51
Somerset	20.76
Grand Total By Industry:	$8,317.94

Gas/Convenience Stores

Almont	8.51
Crested Butte	991.16
Gunnison	4268.87
Pitkin	0.37
Rem of Cnty	456.32
Somerset	549.24
Grand Total By Industry:	$6,274.47

Grocery Stores

Crested Butte	11622.16
Gunnison	38351.34
Marble	2.18
Mt. Crested Butte	247.12

Ohio City		1.11
Pitkin		8.54
Powderhorn		0.31
Rem of Cnty		163.65
Somerset		11.48
	Grand Total By Industry:	$50,407.89

Lodging

Almont		835.47
Crested Butte		19170.26
Gunnison		6868.02
Marble		1069.54
Mt. Crested Butte		43435.85
Ohio City		18.20
Pitkin		37.66
Powderhorn		29.77
Rem of Cnty		7581.75
Somerset		103.57
	Grand Total By Industry:	$79,150.09

Manufacturing

Almont		2.97
Crested Butte		2911.09
Gunnison		4099.93
Marble		24.82
Mt. Crested Butte		600.92
Parlin		0.53
Pitkin		102.28
Powderhorn		616.00
Rem of Cnty		2587.90
Somerset		648.53
Tincup		5.27
	Grand Total By Industry:	$11,600.24

Marijuana

Crested Butte		4106.62
Gunnison		4565.49
	Grand Total By Industry:	$8,672.11

Miscellaneous Services

Almont		170.60
Crested Butte		23170.39
Gunnison		15938.29
Marble		-122.43
Mt. Crested Butte		5850.79

Ohio City	42.53
Parlin	1.70
Pitkin	8.16
Powderhorn	10.88
Rem of Cnty	6659.87
Sapinero	2.97
Somerset	1378.28
Tincup	1.71
Grand Total By Industry:	$53,113.74

Online Sales

Rem of Cnty	31323.84
Grand Total By Industry:	$31,323.84

Ranching & Agriculture

Crested Butte	1.25
Gunnison	-10.85
Marble	103.33
Mt. Crested Butte	0.24
Pitkin	0.17
Rem of Cnty	34.91
Grand Total By Industry:	$129.05

Restaurant/Bars/Liquor Stores

Crested Butte	39320.00
Gunnison	25036.76
Marble	1.49
Mt. Crested Butte	7996.64
Ohio City	3.52
Parlin	2.61
Pitkin	5.56
Powderhorn	0.01
Rem of Cnty	2587.06
Grand Total By Industry:	$74,953.65

Specialty Shops

Almont	43.44
Crested Butte	8869.58
Gunnison	9627.09
Marble	44.21
Mt. Crested Butte	591.88
Ohio City	28.07
Parlin	2.98
Pitkin	36.50
Powderhorn	8.15

Rem of Cnty	3669.89	
Sapinero	1.01	
Somerset	2145.96	
Tincup	0.66	
Grand Total By Industry:	$25,069.42	

Utilities

Almont	1627.84	
Crested Butte	5012.64	
Gunnison	8218.69	
Marble	261.24	
Mt. Crested Butte	6748.67	
Ohio City	95.65	
Parlin	2.63	
Pitkin	220.69	
Powderhorn	4.86	
Rem of Cnty	13204.02	
Sapinero	0.24	
Somerset	355.19	
Grand Total By Industry:	$35,752.36	

Vehicle Sales/Parts/Services

Almont	69.89	
Crested Butte	7411.20	
Gunnison	12422.00	
Marble	49.98	
Mt. Crested Butte	66.71	
Ohio City	7.28	
Parlin	1.61	
Pitkin	116.72	
Rem of Cnty	5168.43	
Somerset	246.93	
Grand Total By Industry:	$25,560.75	
		$518,342.77

March 2021

Taxes by Industry

Amusement & Entertainment	$31,275.58
Bldg Material & Trades	$49,092.08
Clothing Stores	$12,516.08
Department Stores	$15,133.48
Furniture & Appliance Stores	$8,317.94
Gas/Convenience Stores	$6,274.47
Grocery Stores	$50,407.89
Lodging	$79,150.09
Manufacturing	$11,600.24
Marijuana	$8,672.11
Miscellaneous Services	$53,113.74
Online Sales	$31,323.84
Ranching & Agriculture	$129.05
Restaurant/Bars/Liquor Stores	$74,953.65
Specialty Shops	$25,069.42
Utilities	$35,752.36
Vehicle Sales/Parts/Services	$25,560.75
GRAND TOTAL:	$518,342.77

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78											
Interest Credit	600.00	132.01	15.41											
Program Cost	151.86	162.18	122.38											
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 981,187.59	$ 981,187.59
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*											

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 594,861.44
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 569,620.01
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 530,517.78
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 473,085.55
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 484,550.84
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 436,851.02
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 331,118.72
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 304,491.61
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 267,045.52
% Change over previous year (cumulative)	*16.10%*	*29.82%*	*-8.20%*	*-7.24%*	*-3.98%*	*-2.94%*	*3.28%*	*3.23%*	*8.23%*	*10.52%*	*11.11%*	*8.30%*	8.30%	

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-			(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	$ 18,970.25	$ 1,157.08	$ 270,776.54	$ 30,677.16	$ 755.04	$ 124,352.57	$ 9,516.75	$ 3,335.87	$ 364,114.09	$ 25,538.63	$ 1,529.81	$ 160,325.77	$ 1,011,049.56	$ 290,903.87
% Change over previous year (cumulative)	*28.17%*	*-5.25%*	*6.58%*	*12.59%*	*10.03%*	*7.31%*	*7.71%*	*4.24%*	*1.47%*	*1.67%*	*1.02%*	*2.83%*	2.83%	

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44			6.13		
Program Cost	-				(247.69)	(1,166.31)	(68.36)							
Current Total Distribution	$ 14,800.55	$ 6,442.34	$ 251,702.57	$ 12,672.36	$ 7,337.11	$ 123,298.07	$ 7,278.47	$ 17,313.48	$ 370,904.16	$ 23,464.77	$ 6,891.62	$ 141,097.88	$ 983,203.38	$ 272,945.46

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report - April 2021

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County Treasurer
Investment Report
30-Apr-21

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	1,116,628.04			Cash	N/A
Bank of the West	1101	4,868,138.34	0.00%		Chkg	N/A
Bank of the West CC	1103	742,205.44	0.00%		Chkg	N/A
Bank of the West MM	1104	4,382,918.21	0.30%		MMA	Mo
Wells Fargo Warrant Clearing	1145	614,621.40	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,885,982.17	0.03%		Chkg	Mo
Colotrust Plus	1118	5,755,747.41	0.06%		Pool	Mo
C-Safe	1121	5,035,558.34	0.11%		Pool	Mo
Community Banks of Colorado MM	1320	1,015,319.20	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,026,629.09	0.20%		MMA	Quarterly
Investment Clearing	1199	9,449.11	0.08%		MMA	Mo
TOTAL CASH AND CHECKING		28,607,358.43		56.56%		
INVESTMENTS						
Ally Bank GJX2	1313	251,007.64	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 0BQ9	1282	249,556.02	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	251,059.06	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Champaign ABR1	1277	249,131.43	1.05%		CD	M/Mat 3/31/23 3 yrs
Bank Hapoalim A2C3	1252	244,946.59	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	249,790.59	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	250,708.55	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	245,408.90	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	254,087.29	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	245,634.30	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	251,326.14	2.25%		CD	SA/MAT 7/26/22 5yrs
Beneficial Bank QBR6	1370	246,341.62	1.50%		CD	SA/Mat 9/13/21 4 yrs
BMO Harris Bank XAN0	1259	241,593.76	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	246,896.05	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	250,005.84	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	253,687.45	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	259,814.17	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	256,560.32	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	250,556.84	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	258,969.41	3.10%		CD	SA/MAT 5/4/23
Community Banks of Colorado	1357	262,587.35	1.70%		CD	ANNUAL/MAT 5/14/20 27 mo
East Boston Savings PDL2	1254	244,736.62	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	245,302.08	0.30%		CD	SA/Mat 7/24/23 3 yrs
Enterprise Bank RJC1	1369	246,580.74	1.40%		CD	M/Mat 9/23/21 4 yrs
FFCB L6U3	1251	249,923.25	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	499,703.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	484,601.18	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB KWS1	1243	491,288.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	492,309.50	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	498,765.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABL
FHLB LMM3	1242	499,145.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABL
FHLB LV68	1240	499,620.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABL
FHLB LW26	1237	500,426.50	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABL
FHLB LW59	1239	500,745.50	1.15%		AG	SA/MAT 4/28/26 5 YRS CALLABL
FHLB LW67	1238	500,774.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABL
FHLMC B3F5	1246	296,768.10	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FLHLMC XAP9	1248	494,849.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Oklahoma Bank 7BX5	1270	244,838.54	0.95%		CD	M/Mat 5/15/25 5 yrs Callable
Firstier Bank LAH1	1304	254,087.05	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	245,724.95	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	256,711.49	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/,AT 2/14/23
Gunnison Bank and Trust	1283	245,000.00	2.00%		CD	Qtrly/Mat 1/27/25
Jonesboro Bank PGT6	1267	245,063.70	0.75%		CD	M/Mat 5/15/25 5 yrs Callable
JP Morgan UNC9	1250	231,843.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	244,556.06	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	218,213.53	1.01%		CD	Q/Mat 6/21/22 - 25 mo
Live Oak Bank 6HN7	1284	256,372.65	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	244,732.46	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJ0	1258	245,022.54	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	253,734.49	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	250,796.70	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	254,483.46	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRBB	1338	257,580.26	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	256,766.61	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367	247,622.72	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	251,127.69	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	245,117.11	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	247,080.29	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	256,974.86	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0TT2	1472	251,005.44	1.85%		CD	SA/Mat 10/24/22 3 yrs
Security Federal LCY6	1262	245,030.62	0.55%		CD	SA/Mat 7/10/24 callable 4yrs
State Bank of India NY 5KL4	1333	257,374.95	2.90%		CD	SA/Mat 3/29/23 5 yrs
Stockmens Bank	1372	245,000.00	1.40%		CD	Q/Mat 7/20/21 - 5yrs
Texas Capital Bank PLY3	1255	245,175.91	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,120.54	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	247,464.70	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	247,067.80	0.80%		CD	SA/Mat 6/30/25 5 yrs
UBS Bank JEE6	1324	248,504.48	3.10%		CD	M/Mat 10/18/21 5 yrs
Verus Bank LBT0	1364	250,570.19	1.35%		CD	M/Mat 10/25/21 5 yr
Wells Fargo Bank 3A48	1488	262,506.96	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		21,971,639.99		43.44%		
Cash per Treasurer's Ledger		50,578,998.42		100.00%		
Plus Pending Disbursements		3,509.00				
Total Due to All Funds		50,582,507.42				

TREASURER'S MONTHLY REPORT FOR APRIL 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	12,095,273.97	3,033,876.03	(1,024,511.80)	14,104,638.20
Due from Tre-Road & Bridge	2,821,256.39	126,750.31	(156,081.88)	2,791,924.82
Due from Tre-Human Services	530,281.22	85,867.53	(10,877.15)	605,271.60
Due from Tre-Public Health Agency	13,557.69	31,637.54	(40,380.62)	4,814.61
Due from Tre-Conservation Trust	113,612.40	105.25	-	113,717.65
Due from Tre-Bond Fund	33,384.77	29.54	(1,499.10)	31,915.21
Due from Tre-Airport	1,960,987.94	171,083.33	(892.15)	2,131,179.12
Due from Tre-Sales Tax	2,334,959.27	251,027.54	(31.97)	2,585,954.84
Due from Tre-Land Preservation	1,031,887.82	51,316.31	-	1,083,204.13
Due from Tre-Mosquito	51,344.13	27,985.45	(15,652.61)	63,676.97
Due from Tre-Sage Grouse	175,716.87	162.27	(547.21)	175,331.93
Due from Tre-Risk Management	286,560.48	252.10	(14,426.49)	272,386.09
Due from Tre-Airport Construction	317,380.35	11,088.81	(120,545.92)	207,923.24
Due from Tre-Capital Projects	586,982.95	119.39	(458,100.67)	129,001.67
Due from Tre-Sewer	1,579,278.27	174,583.95	(187,194.77)	1,566,667.45
Due from Tre-Water	647,316.64	650.20	(23,941.55)	624,025.29
Due from Tre-Solid Waste	24,260.26	149,467.01	(30,611.28)	143,115.99
Due from Tre-Housing Authority	821,102.05	758.11	(2,744.86)	819,115.30
Due from Tre-Gunn Sr Housing	91,407.81	36.11	(52,423.20)	39,020.72
Due from Tre-Assisted Living	3,050.55	-	-	3,050.55
Due from Tre-Internal Service I	1,420,322.40	41,644.28	-	1,461,966.68
Due from Tre-Internal Service II	828,808.55	10,371.47	(7,806.87)	831,373.15
Due from Tre-Insurance Trust	1,762,531.55	32,616.42	-	1,795,147.97
Due from Tre-Local Marketing District	930,396.85	111,928.71	-	1,042,325.56
Due from Tre-Rural Trans Auth	4,433,199.59	311,067.89	(60.33)	4,744,207.15
Due from Tre-Public Trustee Agency	4,215.06	10,135.99	-	14,351.05
Due from Tre-Series 2010 Bond Reserve	241.09	0.22	-	241.31
Due from Tre-Terminal Construction	704,039.12	652.21	-	704,691.33
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	1,057.79	(1,057.79)	-
Due from Tre-Treas Fees	-	199,373.53	(199,373.53)	-
Due from Tre-Health Claims	18,470.21	128,020.72	(146,490.93)	-
Due from Tre-Landfill Closure	1,032,211.41	5,409.27	-	1,037,620.68
Due from Tre-Landfill Cons Resv	736,965.55	17,218.93	-	754,184.48
Due from Tre-Payroll Clearing	18,313.29	695,897.88	(695,077.57)	19,133.60
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,405.15	211.68	-	12,616.83
Due From Tre-Housing Authority Restricted D	8,900.00	-	-	8,900.00
Due from Tre-Accounts Payable Clearing	2,295,796.06	2,466,935.12	(4,306,559.89)	456,171.29
Due from Tre-Finance Revenue Clearing	8,867.12	2,570,956.05	(2,579,801.41)	21.76
Due from Tre-Water Resource	79,752.13	69.95	(4,247.65)	75,574.43
Due from Tre-Workforce Impact Fees	42,348.93	39.23	-	42,388.16
Due from Tre-Living Community	144,223.63	203,610.54	(149,496.39)	198,337.78
COUNTY FUNDS TOTAL	40,176,334.71	10,924,014.66	(10,230,435.59)	40,869,913.78
CITIES AND TOWNS	$	$	$	$
Due from Tre-Crested Butte General	59,269.43	59,385.12	(61,488.27)	57,166.28
Due from Tre-Crested Butte Street/Alley	175,432.95	174,491.06	(184,686.79)	165,237.22
Due from Tre-Gunnison City General	64,477.23	101,499.68	(66,439.42)	99,537.49
Due from Tre-Marble General	2,484.88	3,356.95	(2,548.23)	3,293.60
Due from Tre-Mt Crested Butte General	148,117.76	342,644.03	(193,882.68)	296,879.11
Due from Tre-Pitkin General	3,524.01	5,844.42	(3,637.37)	5,731.06
CITIES AND TOWNS TOTAL	453,306.26	687,221.26	(512,682.76)	627,844.76
SCHOOLS	$	$	$	$
Due from Tre-Gunn RE1J Gen	436,689.76	2,955,351.02	(519,866.69)	2,872,174.09
Due from Tre-Gunn RE1J Bond	145,444.32	1,216,869.98	(178,105.71)	1,184,208.59
Due from Tre-Delta 50J General	12,950.69	141,147.52	(13,286.09)	140,812.12
Due from Tre-Delta 50J Bond	1,505.27	29,214.85	(1,505.27)	29,214.85
Due from Tre-Montrose RE1J General	4,458.71	21,195.50	(5,479.08)	20,175.13

Due from Tre-Montrose RE1J Bond	585.52	3,144.35	(737.27)	2,992.60
Due from Tre-Reij 2014 Mill Override	72,530.48	608,360.53	(90,324.09)	590,566.92
SCHOOLS TOTAL	674,164.75	4,975,283.75	(809,304.20)	4,840,144.30
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	60,260.23	87,091.34	(64,876.25)	82,475.32
Due from Tre-Reserve MD2	25,843.08	35,039.18	(26,870.78)	34,011.48
Due from Tre-Mt Crested Butte DDA	104,402.52	302,477.49	(113,476.86)	293,403.15
Due from Tre-Bostwick Park Water CD	549.29	713.67	(570.26)	692.70
Due from Tre-Crawford Water CD	0.60	-	(0.60)	-
Due from Tre-Crested Butte South MD	35,313.61	68,228.23	(37,410.04)	66,131.80
Due from Tre-Mt CB Water/San	165,239.63	372,309.24	(214,975.67)	322,573.20
Due from Tre-East River Regional SD	16,759.83	20,275.02	(17,352.21)	19,682.64
Due from Tre-Cemetery	27,832.75	44,227.93	(29,128.07)	42,932.61
Due from Tre-Gunn Co Metro Rec Dist	104,245.86	160,684.47	(113,231.53)	151,698.80
Due from Tre-N Fork Water CD	7,173.29	3,057.41	(7,261.10)	2,969.60
Due from Tre-Skyland MD	160,179.71	163,894.14	(164,973.68)	159,100.17
Due from Tre-Upper Gunn Water CD	198,075.72	307,267.14	(215,340.41)	290,002.45
Due from Tre-Crested Butte Fire PD	467,910.11	731,176.19	(521,880.49)	677,205.81
Due from Tre-Gunn Co Fire PD	116,089.04	170,831.93	(121,087.88)	165,833.09
Due from Tre-Carbondale & Rural Fire PD	22,608.13	78,979.94	(24,938.69)	76,649.38
Due from Tre-Ragged Mt Fire PD	43,894.33	12,488.16	(44,246.36)	12,136.13
Due from Tre-Arrowhead Fire PD	7,478.24	9,334.30	(7,944.42)	8,868.12
Due From Tre-Library General Fund	228,065.01	329,790.25	(245,767.31)	312,087.95
Due From Tre-Reserve MD#2 BOND 2016A	91,497.27	206,075.80	(97,582.56)	199,990.51
Due From Tre-North Fork Ambulance Health S	81,292.25	38,329.64	(82,396.01)	37,225.88
Due From Tre-Reserve MD #2 BOND 2016B	13,384.37	18,146.82	(13,916.62)	17,614.57
Due From Tre-Reserve MD #2 BOND 2016C	11,014.64	14,933.80	(11,452.63)	14,495.81
IMPROVEMENT DISTRICTS TOTAL	1,989,109.51	3,175,352.09	(2,176,680.43)	2,987,781.17
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	561,532.60	558,084.28	(577,633.66)	541,983.22
Due from Tre-Clerk Sales Tax	42,184.02	64,903.58	(63,077.16)	44,010.44
Due from Tre-SOT	-	272,581.28	(272,581.28)	-
Due from Tre-State Auto	-	243,524.87	(243,524.87)	-
Due from Tre-Clerk ST Domestic Abuse	140.00	160.00	-	300.00
Due from Tre-Clerk State Registrar	-	24.00	-	24.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,650.00	(1,650.00)	-
Due from Tre-Range Improvement Dist 3	-	2,856.61	-	2,856.61
Due from Tre-Sheriff Commissary	15,149.47	95.22	(3,075.40)	12,169.29
Due from Tre-Inmate Trust	10,215.97	3,937.51	(4,590.18)	9,563.30
Due from Tre-Investment Interest	-	46,858.70	(46,858.70)	-
Due from Tre-Treas Deed	3,269.30	500.00	(520.05)	3,249.25
Due from Tre-Unused Remittances	2,604.02	613,764.52	(1,122.41)	615,246.13
Due from Tre-Elected Official Fees Clrg	29,639.58	55,566.76	(57,785.17)	27,421.17
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	664,734.96	1,864,507.33	(1,272,418.88)	1,256,823.41
GRAND TOTALS	**43,957,650.19**	**21,626,379.09**	**(15,001,521.86)**	**50,582,507.42**

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of April 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revised Resolution; A Resolution Authorizing Tempo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: May 24, 2021 **Term Ends:** **Grant Contract #:**

Summary:

The item was discussed at the regular meeting on 5/4 and is being presented for action

Fiscal Impact: Will save maintenance dollars on the road

Submitted by: M. Bollig for Marlene D. Crosby **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Reviewed and approved. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/6/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/7/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 5/18/2021

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 21-____

A RESOLUTION AUTHORIZING TEMPORARY WEIGHT AND LENGTH RESTRICTIONS FOR A PORTION OF COUNTY ROAD 12 ALSO KNOWN AS KEBLER PASS ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction; and

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has limited weight carrying capacity; and

WHEREAS, as a result of the expected increased traffic there is a certain portion of County Road 12, also known as the Kebler Pass Road (hereinafter "County Road 12"), that has narrow, tight curves which cause safety concerns with long loads; and

WHEREAS, that portion of County Road 12 that is impacted is located from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to the bridge at Erickson Springs Campground; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 12, a weight restriction of 15 tons has been implemented effective May 24, 2021; and

WHEREAS, to enhance safety and prevent accidents on of that portion of County Road 12, a length restriction of 50 feet and no triples allowed has been implemented effective May 24, 2021; and

WHEREAS, the Board acknowledges that it is necessary to ensure there is noninterference with the rights of property owner(s) and occupant(s) of adjacent lands; and

WHEREAS, such weight and length restrictions will not adversely affect health and safety nor will it cause substantial injury to, or impermissibly interfere with the rights of, the owner(s) or occupant(s) of adjacent land(s); and

WHEREAS, Gunnison County trucks and equipment must be able to provide maintenance along County Road 12 to prevent further resource damage and deterioration and to enhance safety of County Road 12; and

WHEREAS, there is a demonstrated need to utilize County Road 12 for hauling livestock to access summer pastures.

NOW, THEREFORE, BE IT,

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a weight restriction of a fifteen (15) ton load limit per vehicle, effective May 24, 2021; and

RESOLVED, that a certain portion of County Road 12, from the intersection of County Road 12 and Forest Service 730 (Ohio Pass Road) to Erickson Springs Campground, is subject to a length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that property owner(s) and occupant(s) of adjacent lands shall be subject to the weight restriction of a fifteen (15) ton load limit per vehicle and length restriction of fifty (50) feet and no triples allowed, effective May 24, 2021; and

RESOLVED, that Gunnison County vehicles and equipment providing maintenance on County Road 12 shall be exempt from the weight restriction of a fifteen (15) ton load limit per vehicle and from the length restriction of fifty (50) feet; and

RESOLVED, that vehicles and equipment hauling livestock to access summer pastures shall be exempt from the weight restriction of a fifteen (15) ton load limit per vehicle and from the length restriction of fifty (50) feet.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice-Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revised Resolution; A Resolution Repealing Resolut

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Resolution for County Road 3 Restrictions

Fiscal Impact:

Submitted by: Lauren Hibbard **Submitter's Email Address:** lhibbard@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/5/2021 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/7/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 5/18/2021

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-___

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this _____ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice Chairperson

By _____
Elizabeth Smith, Commissioner

ATTEST:

_____

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Back Nine Townhome Plat

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Townhome plat & declaration signature.

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/13/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org/planning.html
Email: planning@gunnisoncounty.org

To: BOCC

From: Rachel Sabbato

Date: May 10, 2021

Re: Back Nine Townhomes

The Back Nice Condominiums Association and its members, represented by Attorney Kendal Burgemeister, are proposing to convert this property from a condominium project to townhomes. The Declaration of the Back Nine Condominiums has been amended in all cases throughout the document to represent it accurately as the Back Nine Townhomes. Additionally, there is an amendment to the recorded plat to correct the location of an easement shown thereon to comport with the as-built construction of the path created pursuant to the easement. The proposed boundary lines between the townhome units and the original easement area have been vacated and the new easement is shown on the new townhome plat. There are no new proposed uses, no expansion of existing uses, no new units, no new traffic, no phasing and no required off-site resources. The new plat and townhome declaration have been reviewed and approved by Deputy County Attorney, Emilee Gaebler.

The new townhome mylar and declaration with original signatures will be presented to the BOCC to sign at the time of the scheduled meeting.

The application can be viewed at gunnisoncounty.org, or link to http://204.132.78.100/citizenaccess/
Public Access button
Projects
Application
LUC-20-00058
Attachments

Please call if there are any further questions.
Thank you,

Rachel Sabbato
Senior Land Use Planner

Phone: 970-641-7929
rsabbato@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Golf Villas Condominium Replat; Skylan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Replat of an existing plat to establish four recently constructed units.

Fiscal Impact: no

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Reviewed and approved. Note that amended plat is showing Tract D's first 4 units (#34-#37) now designated. Current plat notes Tract D can only have 11 units total. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 5/13/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 5/18/2021

Revised April 2015

DEDICATION
I, John G. Geist, being the owner of the land described as follows:

All of Multifamily Tract 4, SKYLAND - INITIAL FILING, according to the Plat thereof bearing Reception No. 363852 in the office of the Clerk and Recorder of Gunnison County, Colorado excepting only:

1. Golf Villas at Skyland, Filing No. 1 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 436338,
2. Golf Villas at Skyland, Filing 2 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 447559,
3. Golf Villas at Skyland, Filing 3 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 455898,
4. Golf Villas at Skyland - Filing 4 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 485450,
5. Golf Villas at Skyland - Filing 5 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 497551,
6. Golf Villas at Skyland, Filing VI - Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 518314, and
7. Mountain West Villas, Filing 1 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 527860,

but which specifically includes Tracts B, C, D, E and F as shown hereon,

County of Gunnison,
State of Colorado.

Under the name of *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F*, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* is platted and dedicated pursuant to the terms and conditions of the Covenants of SKYLAND – INITIAL FILING, dated and recorded November 17, 1981 at Book 574, Page 141 of the official records of Gunnison County, Colorado, as amended.

In witness whereof John G. Geist has subscribed his name this 18 day of April, 2016.

By, _____
John G. Geist

State of SC)
) ss.
County of Berkeley)

The foregoing instrument was acknowledged before me this 18 day of April, A.D. 2016 by John G. Geist.

My commission expires: 10-11-2022

My address is: 280 Seven Farms Drive, Ste A. Daniel Island, SC 29492

Witness my hand and official seal:

Notary Public (seal)

NOTARY PUBLIC — MY COMMISSION EXPIRES 10-11-2022 — SOUTH CAROLINA

LIENHOLDER CONSENT

I, Daniel P. Gallagher, Jr., being the holder of liens, as recorded as Reception Nos. 624988 and 624990 of the real property records of Gunnison County, Colorado, on the land dedicated, platted and/or subdivided on this plat do hereby consent to such dedication, plat and/or subdivision.

In witness whereof Daniel P. Gallagher, Jr. has subscribed his name this 20th day of April, 2016.

By, _____
Daniel P. Gallagher, Jr.

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 20th day of April, A.D. 2016 by Daniel P. Gallagher, Jr.

My commission expires: May 16th 2017

My address is: 972nd Ave Niwot CO 80544

Witness my hand and official seal:

Notary Public (seal)

HEIDI L LUCARELLI — Notary Public — State of Colorado — Notary ID 20134001374 — My Commission Expires May 16, 2017

PLAT NOTES
1) CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2) AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.

ATTORNEY'S OPINION
I, Marcus J. Lock, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. By virtue of the Order on Motion for Entry of Default, Default Judgment and Decree Quieting Title recorded in the real property records of Gunnison County, Colorado as Reception No. 638080, such title is vested in John G. Geist and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Board of County Commissioners of Gunnison County Resolutiuon No. 18 Series 2016 as recorded as Reception No. 638995.
2. Agreement to Finalize Development Plans Within Skyland Multifamily Tract 4 as recorded as Reception No. 639076.
3. Resolution of the Skyland Community Association Granting Variance Request on Multifamily Tract 4 as recorded as Reception No. 639077.
4. Site Plan for Multifamily Tract 4, Skyland, Gunnison County, Colorado dated October 1, 2014 and prepared by Daniel J. Murphy Architect, P.C. as recorded as Reception No. 639078
5. Amendment to Condominium Declaration for Golf Villas at Skyland as recorded as Reception No. 639079.
6. Real Estate Mortgage in favor of Daniel P. Gallagher, Jr. recorded as Reception No. 624988 and Real Estate Mortgage in favor of Daniel P. Gallagher, Jr. recorded as Reception No. 624990.
7. All Patent reservations as reserved in United States Patent(s) recorded October 5, 1886 in Book 45 at page 322, October 31, 1901 in Book 101 at page 252, May 8, 1909 in Book 101 at page 428, July 28, 1910 in Book 101 at page 450, and January 4, 1922 in Book 184 at page 298; including:
   a. Any vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts;
   b. The right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law; and
   c. A right of way thereon for ditches or canals constructed by the authority of the United States;
8. Covenants, conditions, and restrictions as set forth in Declaration of Protective Covenants of Skyland - Initial Filing as recorded November 17, 1981 in Book 574 at page 141, Notice of Amendment of Declaration of Protective Covenants as recorded August 29, 1996 in Book 789 at page 710, Amendment recorded January 3, 1997 as Reception No. 473133, Notice of Amendment recorded February 23, 2005 as Reception No. 551122 and in Resolution recorded September 22, 2011 as Reception No. 608447; together with any modifications or amendments thereto.
9. Certification dated December 22, 1981, indicating that all lands within Skyland - Initial Filing are subject to design guidelines as required by the Protective Covenants as evidenced in Certification recorded January 13, 1982 in Book 576 at page 164, and in Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
10. All easements, exceptions, dedications, reservations, ditches, building envelopes, setbacks, and notes as set forth on the Plat of Skyland - Initial Filing recorded November 17, 1981 as Reception No. 363852, the Replat of Portions of Skyland - Initial Filing recorded April 26, 1983 as Reception No. 373701, and the Correction Plat recorded August 8, 1995 as Reception No. 461594; including:
   a. Easements recorded in Book 270 at page 527 and in Book 377 at page 288;
   b. Maintenance and utility easements of 15 feet along all lot or tract lines which adjoin roadway right of way, 15 feet along all lot or tract lines which adjoin golf course, and 10 feet along each side of all other lot or tract lines; and
   c. 30' Water easement along southerly boundary of the subject property;
11. An easement for the installation, operation and maintenance of a water treatment building within a portion of Multifamily Tact 4, SKYLAND - INITIAL FILING, according to the plat thereof bearing Reception No. 363852 of the records of Gunnison County, Colorado as contained in Quit Claim Deed from Jack D. Blanton to Skyland Metropolitan District, a Colorado special district as recorded March 22, 1988 in Book 652 at Page 833 and any and all assignments thereof or interests therein.
12. Terms and conditions as set forth on the Tap Purchase Agreement between East River Regional Sanitation District and Skyland Properties, a Colorado limited partnership providing for a sewage treatment system as recorded October 1, 1984 in Book 610 at Page 349.
13. Any taxes, fees, assessments or charges by reason of the inclusion of the subject property within Skyland Metropolitan District and the East River Regional Sanitation District.
14. Terms and conditions of Development Agreement between Skyland Properties and The Skyland Metropolitan District recorded July 21, 1986 in Book 631 at page 625.
15. Board of County Commissioners Resolution No. 19, Series 1995 as set forth in instrument recorded April 6, 1995 in Book 762 at page 190.
16. Covenants, conditions, and restrictions as set forth in Condominium Declaration for Golf Villas at Skyland recorded August 26, 1992 in Book 710 at page 770, Amendment recorded September 10, 1992 in Book 711 at Page 465, First Supplement recorded December 7, 1993 in Book 736 at page 534, Second Supplement recorded November 1, 1994 in Book 755 at page 18, Third Supplement recorded July 28, 1998 as Reception No. 485451, and Fourth Supplement recorded November 2, 1999 as Reception No. 497552; together with any modifications or amendments thereto.
17. All easements, exceptions, dedications, reservations, ditches, building envelopes, and notes as set forth on the Plat of Golf Villas at Skyland, Phase 1 recorded August 26, 1992 as Reception No. 436337, Golf Villas at Skyland Filing No. 1 recorded August 26, 1992 as Reception No. 436338, Golf Villas at Skyland Filing No. 2 recorded December 7, 1993 as Reception No. 447559, Golf Villas at Skyland Filing No. 3 recorded November 1, 1994 as Reception No. 455898, Golf Villas at Skyland Filing No. 4 recorded July 28, 1998 as Reception No. 485450, and Golf Villas at Skyland Filing No. 5 recorded November 2, 1999 as Reception No. 497551.
18. Deed, Grant of Licenses, Reservation and Grant of Easement and Option Agreement recorded June 20, 1996 in Book 785 at page 323 and July 17, 1996 in Book 787 at page 103.
19. Gunnison County Board of Commissioners Resolution No. 14, Series 2002, establishing board policy concerning the size of construction of residential units within Skyland Properties recorded February 27, 2002 as Reception No. 518492, Resolution No. 12, Series 2004 concerning the size of construction of residential units within Skyland properties recorded February 18, 2004 as Reception No. 539138 and March 4, as Reception No. 539537.
20. Terms and Conditions of Board of County Commissioners Resolution No. 14, Series 2003 vacating the Plat for Golf Villas at Skyland Filing VI - Phase 1 and the Declaration pertaining thereto, as set forth in instrument recorded February 7, 2003 as Reception No. 527858.
21. Easement and Joint Maintenance Agreement recorded September 29, 2010 as Reception No. 601032.
22. Terms and Conditions set forth in Special District Disclosure recorded December 31, 2014 as Reception No. 630679.
23. Memorandum of fees recorded on February 3, 2015 as Reception No. 631158.
24. Real property taxes for the current and subsequent years, liens not yet due and payable.
25. All matters depicted on this plat that may give rise to claims by third parties and all other rights or claims by parties not shown by the public records.

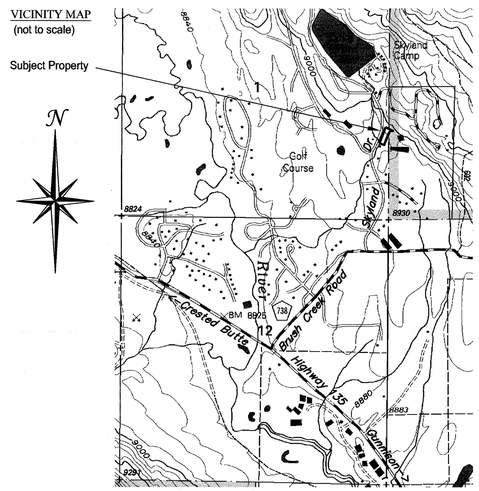
Dated this 24th day of February, A.D. 2016.

Marcus J. Lock, Attorney-At-Law
Supreme Court Registration No. 33048
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

SURVEY NOTES
1. Property boundaries and easements are based upon the following Plats filed in the records of Gunnison County, Colorado:
   A) Skyland - Initial Filing, recorded at Reception No. 363852, B) Golf Villas at Skyland - Phase 1, recorded at Reception No. 436337, C) Condominium Map of Golf Villas at Skyland - Filing No. 1, recorded at Reception No. 436338, D) Condominium Map of Golf Villas at Skyland - Filing No. 2, recorded at Reception No. 447559, E) Condominium Map of Golf Villas at Skyland - Filing No. 3, recorded at Reception No. 455898, F) Condominium Map of Golf Villas at Skyland - Filing No. 4, recorded at Reception No. 485450, G) Condominium Map of Golf Villas at Skyland - Filing No. 5, recorded at Reception No. 497551, H) Condominium Map of Golf Villas at Skyland - Filing No. 6 - Phase 1, recorded at Reception No. 518314, and I) Condominium Map of Mountain West Villas - Filing No. 1, recorded at Reception No. 527860.
2. Property boundaries and easements are based upon metes and bounds descriptions contained within the following Warranty Deeds filed in the records of Gunnison County, Colorado: A) Mountain West Villas Tract B, recorded at Reception No. 508743, B) Mountain West Villas Tract C, recorded at Reception No. 504092, C) Mountain West Villas Tract D, recorded at Reception No. 596155, D) Mountain West Villas Tract E, recorded at Reception No. 504092, and E) Mountain West Villas Tract F, recorded at Reception No. 504092.
3. Easements and Encumbrances are based upon First Gunnison Title and Escrow's Title Commitment No. 09-09-029.
4. Distances and dimensions are in U.S. Survey Feet.
5. Outlines of existing buildings have been sketched hereon in approximate position only based on said recorded condominium plats.

VICINITY MAP
(not to scale)

Subject Property



LAND SURVEYOR'S STATEMENT
I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a bearing of S62°01'16"E between monuments found along the north boundary line of Multi-Family Tract 4, as shown hereon.

Dated this 15th day of April, A.D. 2016.

COLORADO LICENSED — STEPHEN L. JESSOE — No. 38048 — PROFESSIONAL LAND SURVEYOR

Stephen L. Jessoe, Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400

BOARD OF COUNTY COMMISSIONERS' APPROVAL
The within *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* is approved this ____ day of _____, A.D. 2016, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By _____
Chairperson, Gunnison County Board of Commissioners

ATTEST:
Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

K Simillion Gunnison County, CO 639080
4/26/2016 1:39:23 PM Page 1 of 2
305 R 21.00 D [fee:doc]

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE
This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this 26 day of April, 2016.

Reception Number 639080 Time 1:39pm Date 4/26/16

Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

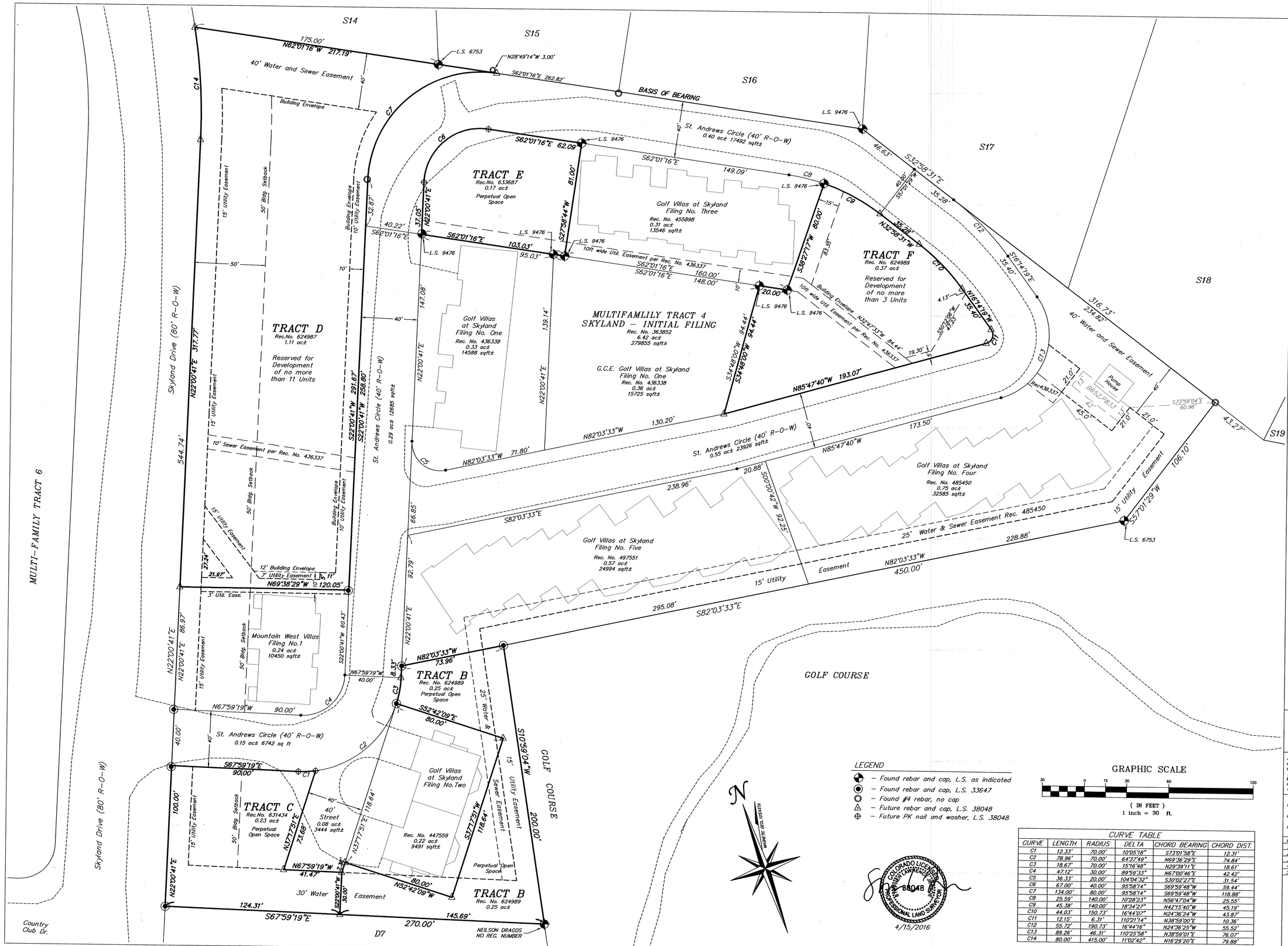
SCALE:

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 15 April 2016
DRAWN BY: SLJ
REVIEWED BY: SLJ

REVISIONS:
1.
2.
3.
4.
5.

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO



ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 30'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 15 April 2016
DRAWN BY: SLJ
REVIEWED BY: SLJ

REVISIONS:
1.
2.
3.
4.
5.

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

PAGE 2 of 2

LEGEND
- Found rebar and cap, L.S. as indicated
- Found rebar and cap, L.S. 33647
- Found #4 rebar, no cap
- Future rebar and cap, L.S. 38048
- Future PK nail and washer, L.S. 38048

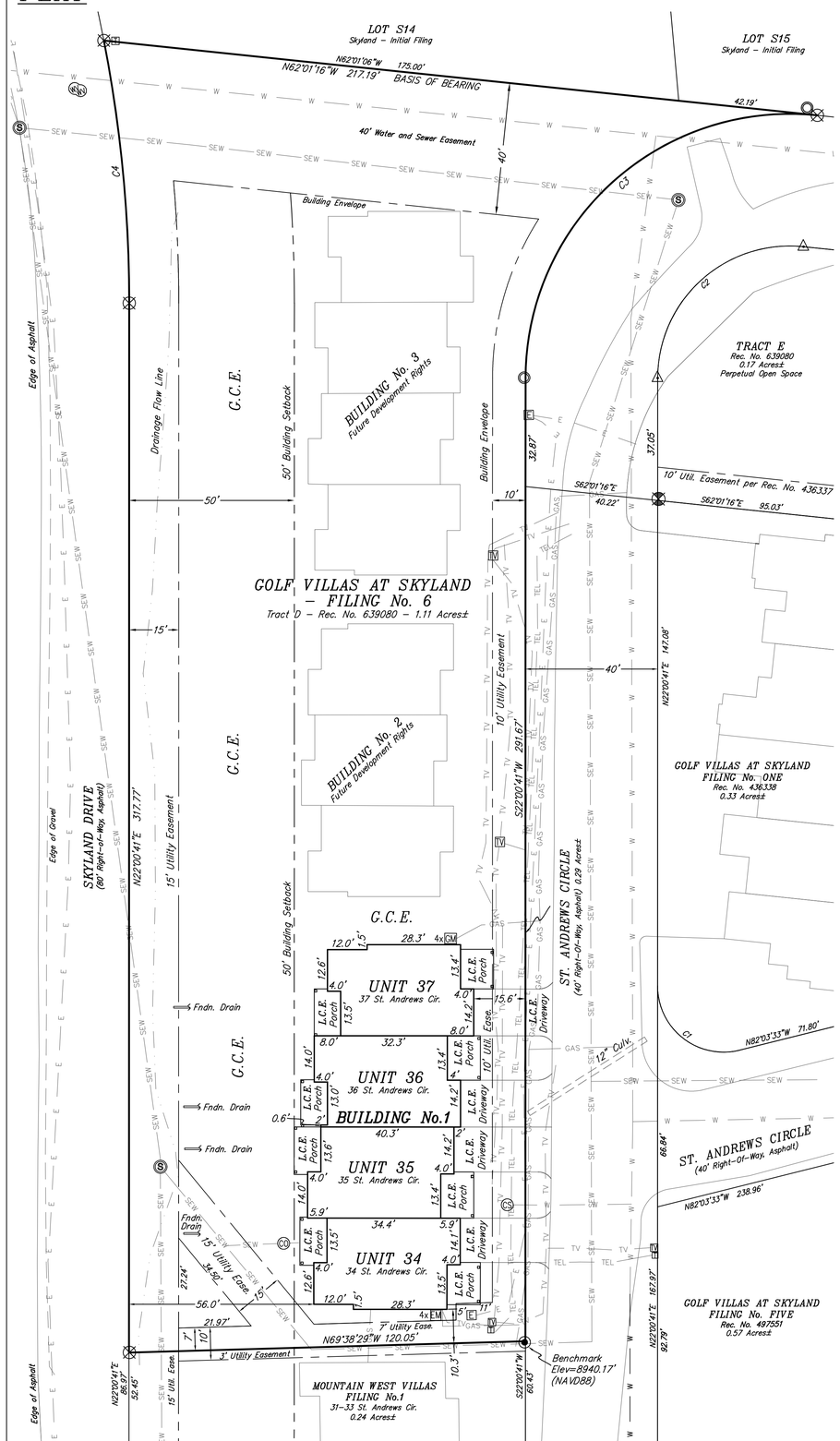
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	12.33'	70.00'	10°05'18"	S73°01'58"E	12.31'
C2	78.96'	70.00'	64°37'49"	N69°36'29"E	74.84'
C3	18.67'	70.00'	15°16'48"	N28°39'11"E	18.61'
C4	47.12'	30.00'	89°59'33"	N67°00'46"E	42.42'
C5	36.33'	20.00'	104°04'32"	S30°02'27"E	31.54'
C6	67.00'	40.00'	95°58'14"	S69°59'48"W	59.44'
C7	134.00'	80.00'	95°58'14"	S69°59'48"W	118.88'
C8	25.59'	140.00'	10°28'23"	N56°47'04"W	25.55'
C9	45.38'	140.00'	18°34'27"	N42°15'40"W	45.19'
C10	44.03'	150.73'	16°44'07"	N24°36'24"W	43.87'
C11	12.15'	6.31'	110°21'14"	N38°59'00"E	10.36'
C12	55.72'	190.73'	16°44'16"	N24°36'25"W	55.52'
C13	89.26'	46.31'	110°25'58"	N38°59'01"E	76.07'
C14	80.00'	415.00'	11°02'42"	N16°29'20"E	79.88'

K Simillion Gunnison County, CO 639080
4/26/2016 1:39:23 PM Page 2 of 2
305 R 21.00 D [fee:doc]

PLAT



ATTORNEY'S OPINION

I, Marcus J. Lock, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Skyland Development Partners, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. (a) Unpatented mining claims; (b) Reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water.
2. 2021 property taxes and assessments not yet due or payable.
3. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 31, 1901 in Book 101 at page 252.
4. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Protective Covenants, Skyland - Initial Filing recorded November 17, 1981, in Book 574 at page 141; and amended by instruments recorded August 29, 1996 in Book 789 at page 710; and January 3, 1997 under Reception No. 473133, and February 23, 2005 under Reception No. 551122; and in Resolution of Board of Directors of Skyland Community Association recorded September 22, 2011 under Reception No. 608447.
5. Terms, conditions, and provisions contained in Certification recorded January 13, 1982 in Book 576 at page 164 and Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
6. Terms, conditions, and provisions contained in Tap Purchase Agreement recorded October 1, 1984, in Book 610 at page 349.
7. Terms, conditions, provisions, burdens and obligations contained in Development Agreement recorded July 21, 1986 in Book 631 at page 625.
8. Easement granted to Skyland Metropolitan District for water treatment building and incidental purposes, by instrument recorded March 22, 1988 in Book 652 at page 833.
9. Terms, conditions, provisions, burdens and obligations as set forth in Infrastructure Capital Improvement Fee Resolution recorded March 22, 1988 in Book 652 at page 890 and Resolution of the Board of Directors of Skyland Metropolitan District recorded November 15, 1991 in Book 697 at page 782 and in Agreement for Release of Lien Capital Improvement Agreement recorded December 2, 1993 in Book 736 at page 283.
10. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Skyland - Initial Filing recorded November 17, 1981 under Reception No. 363852; the Replat of Portions of Skyland Initial Filing recorded April 26, 1983 under Reception No. 373701 and the Corrected Plat recorded August 7, 1995 under Reception No. 461594.
11. Those provisions, covenants and conditions, easements and restrictions, which are a burden to the subject Condominium Units, as contained in Condominium Declaration for Golf Villas at Skyland recorded August 26, 1992, in Book 710 at page 770; in Amendment recorded September 10, 1992 in Book 711 at page 465; in First Supplement recorded December 7, 1993 in Book 736 at page 534; in Second Supplement recorded November 1, 1994 in Book 755 at page 18; in Third Supplement recorded July 28, 1998 under Reception No. 485451; and in Fourth Supplement recorded November 2, 1999 under Reception No. 497552; and in Amendment recorded April 26, 2016 under Reception No. 639079.
12. Any covenants, agreements, assessments and/or easements for public utilities, sewer, drainage and other incidental purposes that affect the common elements only, as shown on the Map of Golf Villas at Skyland, Phase I, recorded August 26, 1992 under Reception No. 436337; Golf Villas at Skyland Filing No. 1 recorded August 26, 1992 under Reception No. 436338; Golf Villas at Skyland Filing No. 2 recorded December 7, 1993 under Reception No. 447559; Golf Villas at Skyland Filing No. 3 recorded November 1, 1994 under Reception No. 455898; Golf Villas at Skyland Filing No. 4 recorded July 28, 1998 under Reception No. 485450; and Golf Villas at Skyland Filing No. 5 recorded November 2, 1999 under Reception No. 497551.
13. Terms, conditions, and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 19, Series 1995 recorded April 6, 1995, in Book 762 at page 190; and Resolution No. 25 recorded May 13, 1997 under Reception No. 475589.
14. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Deed, Grant of Licenses, Reservation and Grant of Easements and Option Agreement recorded June 20, 1996 in Book 785 at page 323 and re-recorded July 17, 1996 in Book 787 at 103.
15. Terms, conditions, and provisions contained in Resolution No. 34, Series 1996 recorded July 18, 1996, in Book 787 at page 215.
16. Terms, conditions, provisions, burdens and obligations contained in Development Improvements Agreement recorded January 3, 1997, under Reception No. 473137.
17. Terms, conditions, provisions and burdens contained in Board of County Commissioners of Gunnison County Resolution No. 14, Series 2002, establishing Board policy concerning the size of construction of residential units within Skyland properties recorded February 27, 2002, under Reception No. 518492.
18. Terms, conditions, and provisions contained in Resolution concerning the size of construction of residential units within Skyland properties recorded February 18, 2004, under Reception No. 539138 and re-recorded March 4, 2004 under Reception No. 539537.
19. Terms, conditions and provisions of Board of County Commissioners Resolution No. 14, Series 2003 vacating the Plat for Golf Villas at Skyland Filing VI - Phase I and the Declaration pertaining thereto as set forth in Instrument recorded February 07, 2003 at Reception No. 527858.
20. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement and Joint Maintenance Agreement recorded September 29, 2010 under Reception No. 601032.
21. Terms, conditions and provisions contained in Special District Disclosure recorded December 31, 2014 at Reception No. 630679.
22. Terms, conditions, provisions, burdens and obligations as set forth in Memorandum regarding a Resolution of the Board of Directors of Skyland Metropolitan District concerning the imposition of various fees, rates, penalties and charges recorded February 3, 2015 under Reception No. 631158.
23. Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 18, Series 2016 recorded April 20, 2016 at Reception No. 638995.
24. Terms, conditions and provisions of Agreement to finalize development plans within Skyland Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639076.
25. Terms, conditions and provisions of Resolution of the Skyland Community Association granting variance request on Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639077.
26. All matters contained on Site Plan for Multifamily Tract 4, Skyland recorded April 26, 2016 under Reception No. 639078.
27. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F recorded April 26, 2016 under Reception No. 639080.
28. Terms, conditions and provisions of Bargain and Sale Deed recorded May 23, 2016 at Reception No. 639545.
29. Terms, conditions and provisions of Skyland Metropolitan District's Vacation and Termination of Easement Across Tract D, Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado recorded February 8, 2021 at Reception No. 673428.

Dated this _____ day of _____, A.D. 2021.

_____
Marcus J. Lock, Attorney-At-Law
Supreme Court Registration No. 33048
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

MAGNETIC BEARING

GRAPHIC SCALE

20 0 10 20 40 80

1 inch = 20 ft. (in U.S. Survey Feet)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	36.33'	20.00'	104°04'32"	S30°02'27"E	31.54'
C2	67.00'	40.00'	95°58'14"	S69°59'48"W	59.44'
C3	134.00'	80.00'	95°58'14"	S69°59'48"W	118.88'
C4	80.00'	415.00'	11°02'42"	N16°29'20"E	79.88'

LEGEND

- Found Rebar and Plastic Cap, L.S. 9476
- Found Rebar and Plastic Cap, L.S. 33647
- Found #4 Rebar monument, no cap
- Found Rebar and Plastic Cap, L.S. 38048
- Found PK Nail and Washer, L.S. 38048
- EM – Electric Meter x4
- E – Electric Transformer
- GM – Gas Meter x4
- T – Telephone Pedestal
- TV – Television Pedestal
- CO – Sewer Clean-out
- S – Sewer Manhole
- CS – Curb Stop (Water Shut Off)
- WV – Water Valve
- E – Underground Electric
- GAS – Underground Gas
- SEW – Underground Sewer
- TV – Underground Television
- TEL – Underground Telephone
- W – Underground Water
- Drainage Flow Line
- G.C.E. – General Common Element
- L.C.E. – Limited Common Element

DEDICATION

Skyland Development Partners, LLC, a Colorado limited liability company, being the owner of the land described as follows:
Tract D, according to the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, County of Gunnison, State of Colorado,

Under the name of BUILDING No. 1, GOLF VILLAS AT SKYLAND - FILING No. 6, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as BUILDING No. 1, GOLF VILLAS AT SKYLAND - FILING No. 6 is platted and dedicated pursuant to the terms and conditions of the Amendment to Condominium Declaration for Golf Villas at Skyland recorded April 26th, 2016, at Rec. No. 639079 of the official records of Gunnison County, Colorado, and the Sixth Supplement to Condominium Declaration for Golf Villas recorded _____, 2021 at Rec. No. _____ of the official records of Gunnison County, Colorado.

In witness whereof Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, LLC, a Colorado limited liability company, has subscribed his name this _____ day of _____, A.D. 2021.

By _____
Russell Anthony DeSalvo III, Managing Member
Skyland Development Partners, LLC, a Colorado limited liability company

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2021 by Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, LLC, a Colorado limited liability company.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____
Notary Public (seal)

LIENHOLDER'S CONSENT

TBK Bank, SSB, being the holder of Liens recorded December 9, 2019 at Reception No. 663910 and December 26, 2019 at Reception No. 664221 of the real property records of Gunnison County, Colorado, on the land dedicated, platted and/or subdivided on this plat does hereby consent to such dedication, plat and/or subdivision.

In witness whereof _____
has subscribed his or her name this
_____ day of _____, 2021.

By _____
For and on behalf of TBK Bank, SSB

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2021 by _____.

My commission expires: _____
My address is: _____

Witness my hand and official seal:

_____
Notary Public (seal)

LAND SURVEYOR'S STATEMENT

I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this Condominium Map of BUILDING No. 1, GOLF VILLAS AT SKYLAND - FILING No. 6 was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a record bearing of N62°01'16"W between rebar and plastic cap monuments stamped "LS 38048" found at the northeasterly and northwesterly boundary corners of Tract D, as shown.

Dated this __9th__ day of __February__, A.D. 2021.

COLORADO LICENSED
STEPHEN LAWRENCE JESSOE
38048
PROFESSIONAL LAND SURVEYOR

_____
Stephen L. Jessoe
Colo. Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

PLAT NOTES

1. CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
3. COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION. The property described on this Map is subject to all the requirements, terms, and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the records of the Clerk & Recorder of Gunnison County.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within Condominium Map of BUILDING No. 1, GOLF VILLAS AT SKYLAND - FILING No. 6 is approved this ____ day of _____, A.D. 2021, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By _____
Chairperson, Gunnison County Board of Commissioners

ATTEST:

_____
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Condominium Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2021.

Reception Number _____ Time _____ Date _____

_____
Gunnison County Clerk and Recorder

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 20'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND–FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND–INITIAL FILING, TRACTS B–F, COUNTY of GUNNISON, STATE of COLORADO

SURVEY NOTES

1. Boundaries and easements are based upon the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080 of the records of Gunnison County, CO.
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3. Easements, encumbrances, and Attorney's Opinion are based upon Land Title Guarantee Company's Title Policy No. GUR88000465, dated December 28, 2017.
4. Distances and dimensions are in U.S. Survey Feet.
5. Elevations are based on GNSS observations taken on November 20, 2020 in NAD 83, NAVD 88, Colorado State Plane Coordinates, Colorado Central Zone 0502. The project benchmark is a rebar and plastic cap stamped "LS 33647". It has an elevation of 8940.17', as shown on Page 1.

GRAPHIC SCALE

4 0 2 4 8 16

(in U.S. Survey Feet)
1 inch = 4 ft.

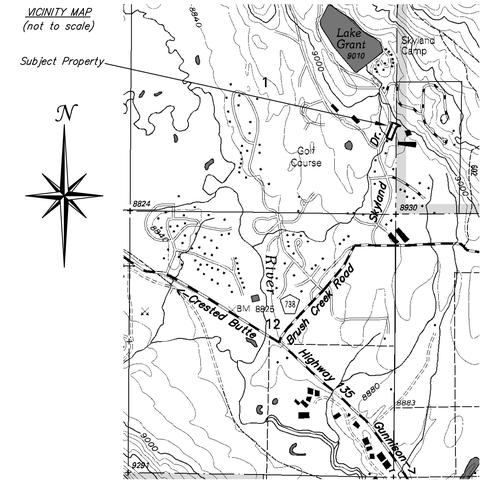
MAG.DECL.9E±

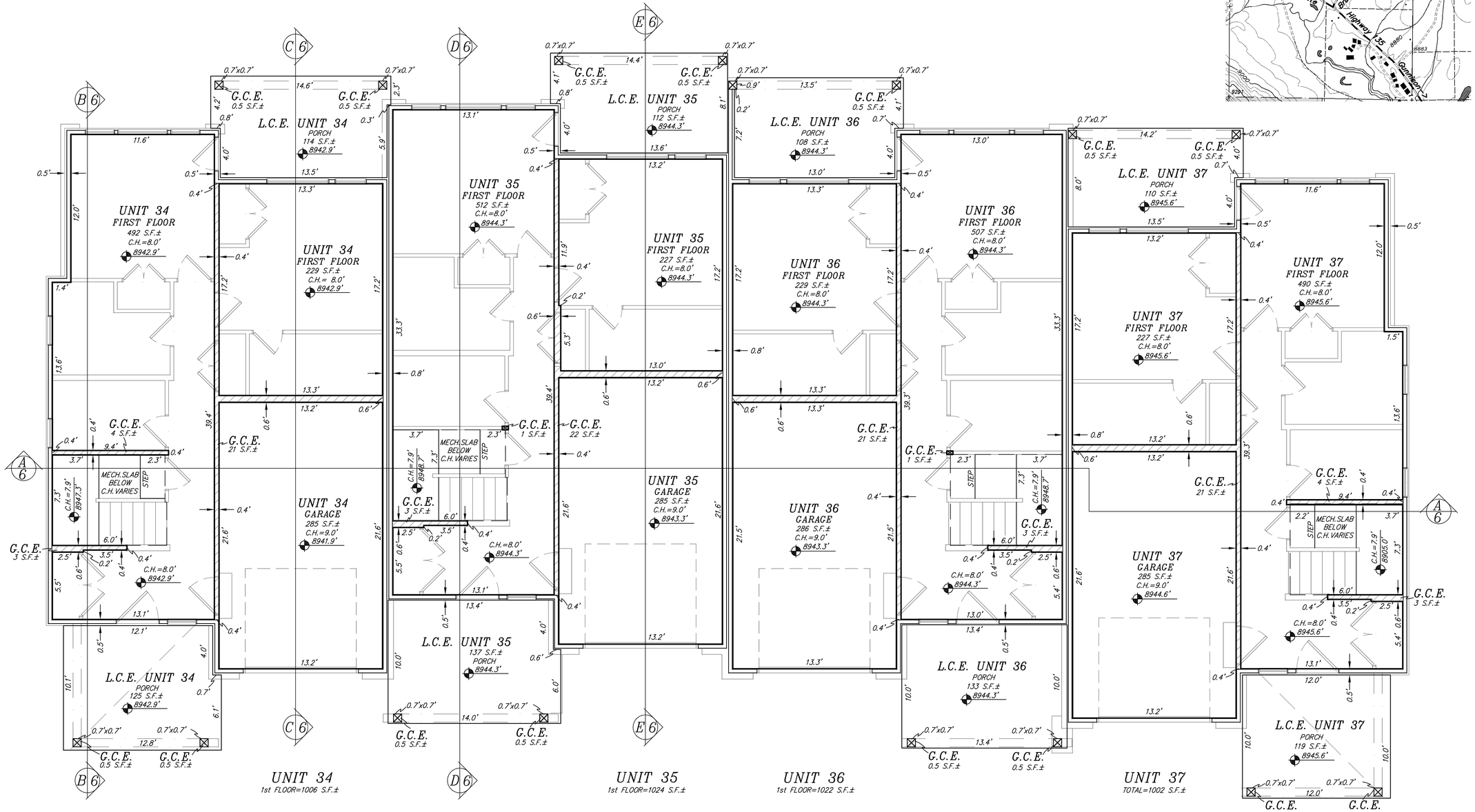
LEGEND

G.C.E. – General Common Element
L.C.E. – Limited Common Element
C.H. – Ceiling Height
S.F. – Square Feet
– G.C.E. Structural Column
– Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
– Ceiling Height Step
– Condo Unit Boundary
– G.C.E. Bearing Wall or Shear Wall

COLORADO LICENSED
PAUL M. LAWRENCE
38048
12/9/21
PROFESSIONAL LAND SURVEYOR

VICINITY MAP
(not to scale)





MAP of FIRST FLOOR

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 4' (1/4"=1')

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DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND–FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND–INITIAL FILING, TRACTS B–F, COUNTY of GUNNISON, STATE of COLORADO

SURVEY NOTES

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GRAPHIC SCALE

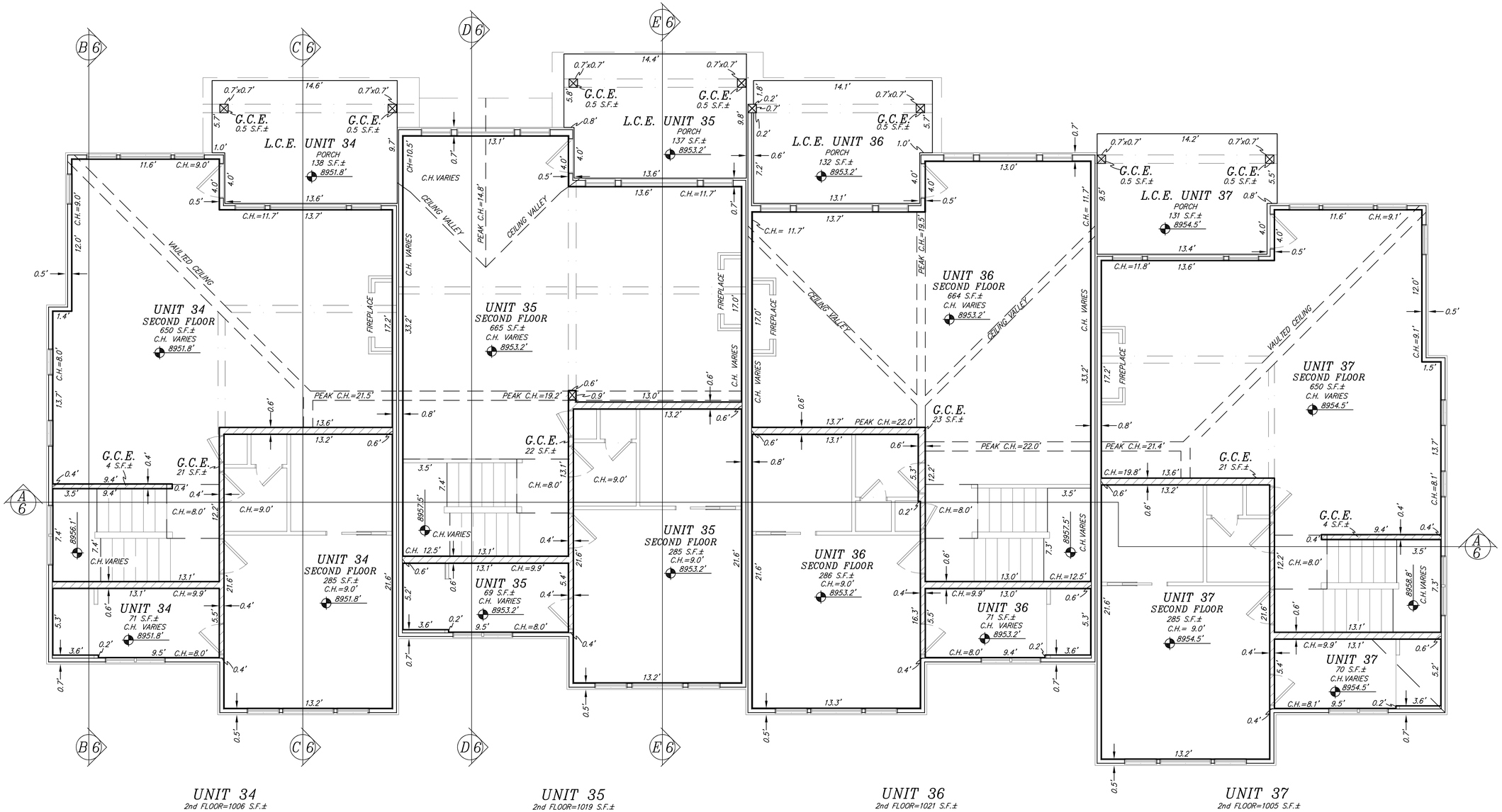
4 0 2 4 8 16

(in U.S. Survey Feet)
1 inch = 4 ft.

MAG.DECL.9.5±

LEGEND

- G.C.E. – General Common Element
- L.C.E. – Limited Common Element
- C.H. – Ceiling Height
- S.F. – Square Feet
- ⊠ – G.C.E. Structural Column
- – Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
- – Ceiling Height Step
- – Condo Unit Boundary
- – G.C.E. Bearing Wall or Shear Wall



MAP of SECOND FLOOR

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR STEPHEN L. JESSOE 38048 2/9/21

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 4' (1/4"=1')

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND–FILING No. 6
IN TRACT D, PARTIAL REPLAT of
MULTIFAMILY TRACT 4,
SKYLAND–INITIAL FILING, TRACTS B–F,
COUNTY of GUNNISON,
STATE of COLORADO

SURVEY NOTES

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MAG.DECL. 9°E±

GRAPHIC SCALE

4 0 2 4 8 16

(in U.S. Survey Feet)
1 inch = 4 ft.

LEGEND

- G.C.E. – General Common Element
- L.C.E. – Limited Common Element
- C.H. – Ceiling Height
- S.F. – Square Feet
- ⊠ – G.C.E. Structural Column
- – Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
- – Ceiling Height Step
- – Condo Unit Boundary
- – G.C.E. Bearing Wall or Shear Wall

ALL COUNTY SURVEY INC.
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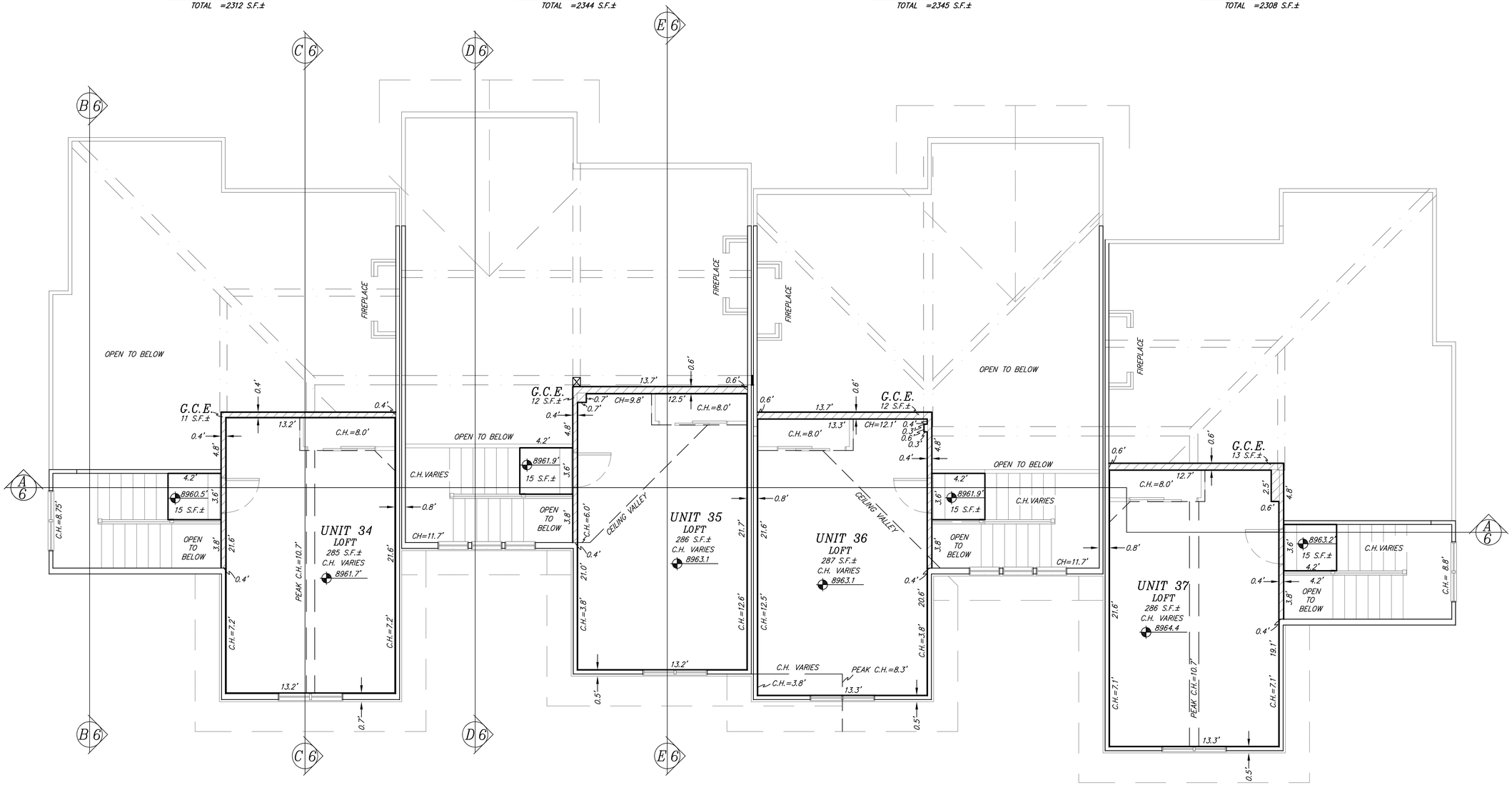
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR STEPHEN L. JESSOE 38048 EXPIRES 12/31/21 2/9/21

UNIT 34
1st FLOOR=1006 S.F.±
2nd FLOOR=1006 S.F.±
+ 3rd FLOOR= 300 S.F.±
TOTAL =2312 S.F.±

UNIT 35
1st FLOOR=1024 S.F.±
2nd FLOOR=1019 S.F.±
+ 3rd FLOOR= 301 S.F.±
TOTAL =2344 S.F.±

UNIT 36
1st FLOOR=1022 S.F.±
2nd FLOOR=1021 S.F.±
+ 3rd FLOOR= 302 S.F.±
TOTAL =2345 S.F.±

UNIT 37
1st FLOOR=1002 S.F.±
2nd FLOOR=1005 S.F.±
+ 3rd FLOOR= 301 S.F.±
TOTAL =2308 S.F.±



MAP of THIRD FLOOR

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

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DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

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GRAPHIC SCALE

8 0 4 8 16 32

(in U.S. Survey Feet)
1 inch = 8 ft.

LEGEND

- G.C.E. – General Common Element
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- S.F. – Square Feet
- G.C.E. Structural Column
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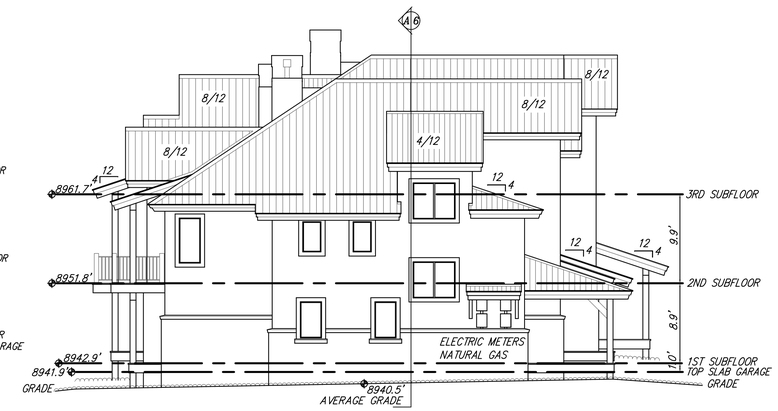
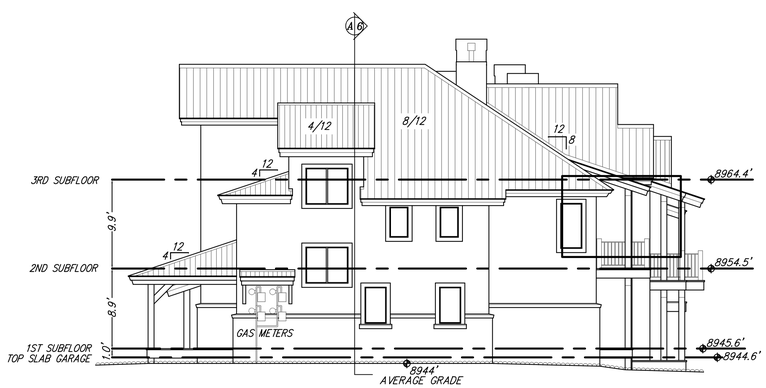
- Ceiling Height Step
- Condo Unit Boundary
- G.C.E. Bearing Wall or Shear Wall

EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

WEST ELEVATION

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 8' (1/8"=1')

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DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND–FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND–INITIAL FILING, TRACTS B–F, COUNTY of GUNNISON, STATE of COLORADO

SURVEY NOTES

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GRAPHIC SCALE

8 0 4 8 16 32

(in U.S. Survey Feet)
1 inch = 8 ft.

LEGEND

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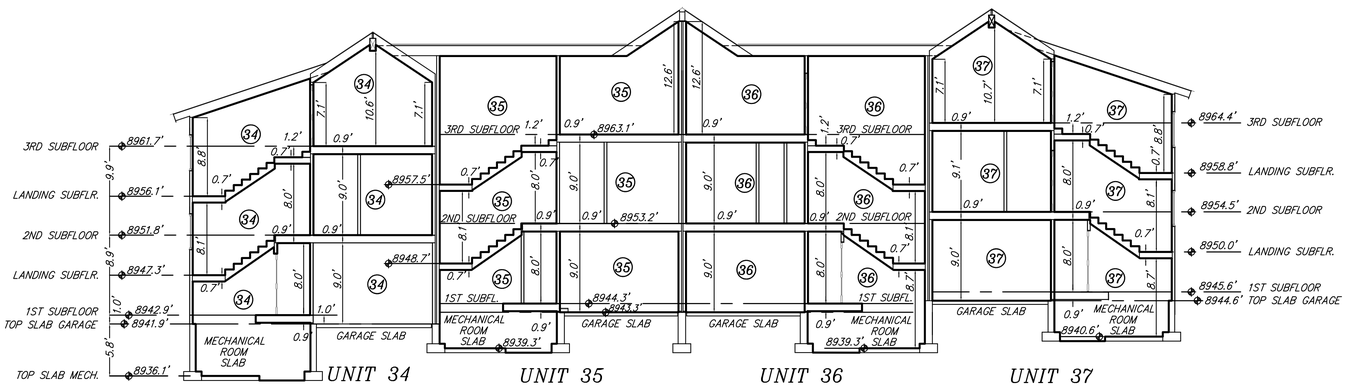
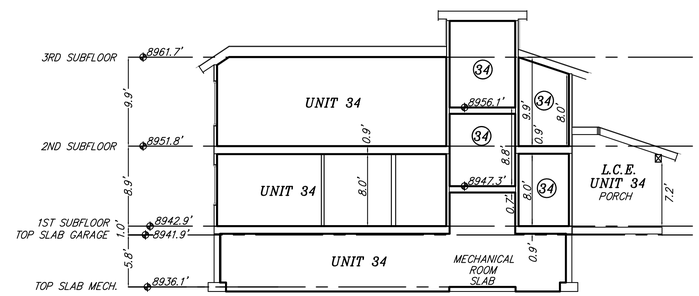
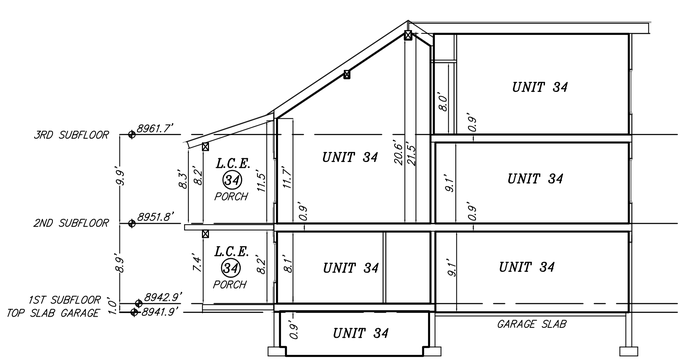
- L.C.E. – Limited Common Element
- C.H. – Ceiling Height
- S.F. – Square Feet
- ⊠ – G.C.E. Structural Column
- ◆—— – Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
- — — – Ceiling Height Step
- —— – Condo Unit Boundary
- ═══ – G.C.E. Bearing Wall or Shear Wall



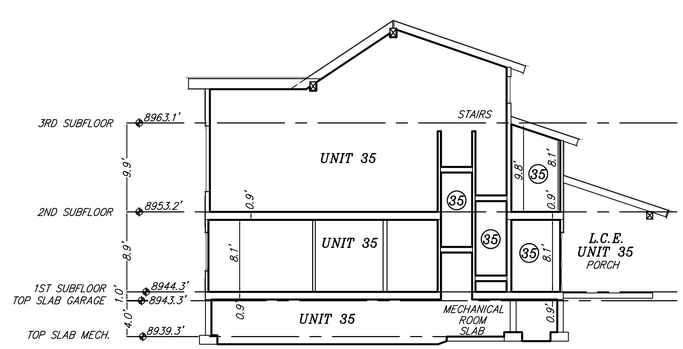
A 6 CROSS SECTION



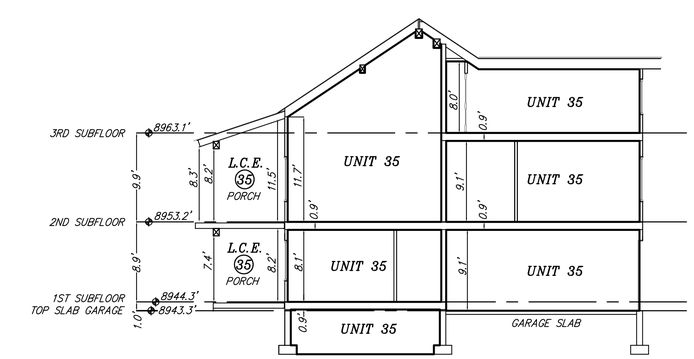
B 6 CROSS SECTION



C 6 CROSS SECTION



D 6 CROSS SECTION



E 6 CROSS SECTION

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

CONDOMINIUM MAP of BUILDING No. 1, GOLF VILLAS AT SKYLAND – FILING No. 6 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

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DATE: 9 February 2021
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

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SIXTH SUPPLEMENT TO CONDOMINIUM DECLARATION FOR GOLF VILLAS AT SKYLAND

This Sixth Supplement to Condominium Declaration for Golf Villas at Skyland (this "Supplement"), is executed this _____ day of _____, 202__, by **Skyland Development Partners, LLC, a Colorado limited liability company** ("Declarant") as follows:

1. Facts and Purposes. The following facts and purposes apply to this Supplement:

1.1 Golf Villas at Skyland (the "Condominium Project") was declared and established by the filing for record of the Condominium Map bearing Reception No. 436338 (the "Condominium Map") and the Condominium Declaration recorded in Book 710 at page 770 (the "Condominium Declaration") of the records of Gunnison County, Colorado.

1.2 Paragraph 37 of the Condominium Declaration, the Agreement to Finalize Development Plans within Skyland MFT-4 recorded at Reception No. 639076 (the "MFT-4 Agreement") and the Amendment to Condominium Declaration for Golf Villas at Skyland recorded at Reception No. 639079 of the records of Gunnison County, Colorado) establish the right to expand and enlarge the Condominium Project by constructing up to 14 additional Units on specified real property and by filing for record a supplement to the Condominium Declaration and a supplement to the Condominium Map.

1.3 Declarant has completed the construction of four additional Units on specified real property and wishes to declare and establish such additional Units and real property as part of the Condominium Project.

2. Declaration. Declarant does hereby publish, set forth and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be a covenant upon the land and shall run with the land as covenants thereon and shall constitute benefits and burdens to Declarant, its successors, and assigns, and to all parties hereafter acquiring any interest in the subject real property.

3. Division of Property Into Condominium Units. The real property described on attached **Exhibit A** and the improvements constructed thereon are hereby divided into four condominium Units, designated as Units 34, 35, 36 and 37, each consisting of a fee simple interest in a condominium Unit and an undivided fee simple interest in the Common Elements appurtenant thereto. Pursuant to paragraph 37.3 of the Condominium Declaration, the undivided fractional ownership interest in the Common Elements appurtenant to each condominium Unit in the Condominium Project shall be 1/32nd.

4. Supplemental Condominium Map. The Condominium Map of Golf Villas at Skyland Filing No. 6 bearing Reception No. _____ of the records of Gunnison County, Colorado (the "Supplemental Condominium Map") sets forth the Unit designation of each condominium Unit and all other information required by the Condominium Declaration and the MFT-4 Agreement.

5. Description of Condominium Unit. Every instrument affecting the title to a condominium Unit set forth on the Supplemental Condominium Map may describe the condominium Unit as follows:

> Condominium Unit _____, GOLF VILLAS AT SKYLAND, according to the Condominium Map bearing Reception No. _____ and the Sixth Supplement to the Condominium Declaration pertaining thereto recorded as Reception No. _____ of the records of Gunnison County, Colorado,
>
> County of Gunnison,
> State of Colorado.

Such method of description shall be sufficient for all purposes to sell, convey, transfer and encumber or otherwise affect the condominium Unit, the undivided fractional ownership interest in the Common Elements appurtenant thereto, and all other appurtenant properties and property rights, and incorporates all the rights, duties, limitations and burdens incident to ownership of a condominium Unit as described in the Condominium Declaration.

6. General. The following provisions shall apply hereunder:

6.1 This Supplement is in addition and supplemental to the provisions contained in the Condominium Declaration.

6.2 If any of the provisions of this instrument, or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity or the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected hereby.

6.3 Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Condominium Declaration.

In witness whereof, Declarant has executed this Supplement the date first written above.

Skyland Development Partners, LLC,
a Colorado limited liability company

By:_____
Russell A. DeSalvo III, Manager

State of _____)
) ss.
County of _____)

The foregoing Sixth Supplement to Condominium Declaration for Golf Villas at Skyland was acknowledged before me this _____ day of _____, 202__, by Russell A. DeSalvo III, as Manager of Skyland Development Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Exhibit A

APPROVAL OF GOLF VILLAS HOMEOWNERS ASSOCIATION

Golf Villas Homeowners Association, a Colorado nonprofit corporation, hereby approves the foregoing Sixth Supplement to Condominium Declaration for Golf Villas at Skyland.

Signed this ____ day of _____, 202__.

_____
_____, President

GUNNISON COUNTY COMMUNITY & ECONOMIC DEVELOPMENT
Permit Database Instructions
970-641-0360

- **Enter – permitdb.gunnisoncounty.org/citizenaccess**
- **Click on**- Permits for Septic (OWTS & ISDS Permits)
- **Click on** – Permits for Building Permits
- **Click on** –Projects for Land Use Change Permits
- **Click into** –Application Number and fill in

When Found

- **Click on**- Attachments
- **Click on** -View

You may view any document that is in the Community & Economic Development database. If you are having problems with the database or need the application number, please call us @ 970-641-0360.

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: Gunnison County Board of County Commissioners

From: Hillary Seminick, AICP, Senior Planner, Community Development Department

Date: May 18, 2021

Re: **LUC-21-00010**

The Applicant, Skyland Development Partners, LLC, represented by Law of the Rockies; has submitted a request for a replat of *Partial Replat of Portions of Multifamily Tract 4, Skyland – Initial Filing, into Tracts B though F, County of Gunnison, State of Colorado* recorded on April 26th, 2016 at Reception No. 639080 (Exhibit A). The proposal is located at TBD St. Andrews Circle, Crested Butte, 81224; legally described as Tract D, according to the Partial Replat of Portions of Multifamily Tract 4, Skyland – Initial Filing, into Tracts B through F, Recorded April 26, 2016 Under Reception No. 639080, County of Gunnison, State of Colorado.

Golf Villas were approved by the Gunnison County Board of County Commissioners in Resolution No. 18, Series of 2016. The Applicant has since constructed a fourplex (Golf Villas) and each unit has received a cerificate of occupancy. The Applicant seeks a replat to condominumize the newly constructed units.

Upon recordation of the Amended Plat (Exhibit B), the Applicant will subsequently file the *Sixth Supplement to Condominium Declaration for Golf Villas at Skyland* (Exhibit C). The four new units will be declared and established as additional units and real property as part of the condominium project and subject to *Amendment to Condominium Declaration for Golf Villas at Skyland* recorded at Reception No. 639079. No other substantive changes are proposed to the covenants. The County is not a party to this agreement.

The Golf Villas Homeowners Association approved both the development and the establishment of the condominium designation. The Amended Plat has been reviewed and approved to form by the County Attorney.

The full application can be viewed on Citizen Access at *https://www.gunnisoncounty.org/436/Permit-Database*.

/S/ Hillary Iza Seminick, AICP

Exhibits
A. Original Plat
B. Amended Plat
C. Sixth Supplement to Declaration
D. Public Access Instructions

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Letter of Support for Membershi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Grant Application for STOR Corps and Stewardship Coordinator support from CPW Regional Partnership Initiative program

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/13/2021

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/13/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/14/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 5/18/2021

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: Gunnison County Board of County Commissioners

From: Community Development - Sustainable Tourism & Outdoor Recreation Committee

Date: May 12, 2021

Subject: Application for Membership and Funding in Colorado Parks & Wildlife Regional Partnership Initiative

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Summary

Colorado Parks & Wildlife (CPW) and Great Outdoors Colorado (GOCO) are collaborating to fund new and existing coalitions to join a statewide initiative working to ensure that Colorado's land, water, and wildlife thrive while also providing for equitable access to quality outdoor recreation experiences. Funding will support new and existing coalitions that meet criteria under a State-level Vision and advance development of local and regional planning elements to inform a Statewide Conservation and Recreation Plan (Statewide Plan).

In 2020 Governor Jared Polis signed an Executive Order to create the Colorado Outdoor Regional Partnerships Initiative. The executive order tasks the Colorado Department of Natural Resources (DNR) and CPW to work with the Colorado Outdoor Partnership (CO-OP) to identify, create and formalize local and regional collaboratives, as Colorado Outdoor Regional Partnerships. Together DNR, CPW, and the CO-OP will develop a state-level vision for the sustainable management of Colorado's lands, waters, wildlife, and outdoor recreation. The Regional Partnerships will identify projects and create local and regional priorities for balancing recreation and conservation to inform the Statewide Plan.

Request

The Community Development Department is seeking BOCC support to apply to join the CO-OP, and to request funds to support continued facilitation of the Sustainable Tourism & Outdoor Recreation (STOR) Committee. The STOR Committee will appoint a representative to participate in the CO-OP to assist with the development of the Statewide Conservation Plan, as required by the program. The funding will be used to pay for two years of salary for the Gunnison County Stewardship Coordinator. The position is currently managed by the National Forest Foundation through a Memorandum of Understanding with Gunnison County.

Participation in the CO-OP will ensure Gunnison County has a say in forming the state's conservation and recreation management priorities. The STOR Committee is currently looked to as a model coalition, and the highest priority is to continue the momentum established by the One Valley Prosperity Project.

The grant request is in the amount of $94,000 and $10,000 in match funding is secured through the National Forest Foundation.

[Letterhead]

Colorado Parks & Wildlife
c/o Carlee Koutnik, Deputy Director
6060 Broadway
Denver, CO 80216

May 11th, 2021

Dear Ms. Koutnik,

The Gunnison County Board of County Commissioners (BoCC) is writing to express our support for the Sustainable Tourism and Outdoor Recreation Committee's application to join the Regional Partnership Initiative (RPI) and to secure grant funds for facilitation.

In 2017, the Gunnison County BoCC convened the Sustainable Tourism and Outdoor Recreation (STOR) Committee. The committee – an array of land managers, local governments, ranchers, conservation groups, non-profits, recreationists, and business interests – was charged with being a catalyst for strategic conversations and actions promoting sustainable tourism and outdoor recreation, while protecting our lands, waters, wildlife, and community values. The STOR Committee is unique in its diverse representation and innovative approach to managing the natural resources and recreation assets of Gunnison County. The Committee will be a valuable member of the statewide RPI.

The STOR Committee plays a critical role for the BoCC and the community at-large. The Committee addresses important issues related to public lands, ranging from recreation infrastructure and new user types to wildlife habitat conservation and trail planning. The Committee is supported by the County's Community Development Department and a unique partnership with the National Forest Foundation (NFF). The staff time that is dedicated to facilitating the STOR Committee is essential for maintaining a functional group. STOR meetings are held monthly and are often attended by 40 or more community members. The issues that are addressed require follow-up, coordination, and implementation, and that work is accomplished by the Community Development and NFF staff.

Currently, the STOR Committee's highest need is funding for staff time. The RPI grant would provide the County with the security to build on the momentum we have established over the last three years. The Gunnison County BoCC fully supports the STOR Committee's proposal for membership of the Regional Partnership Initiative and for grant funding to support our coalition.

Sincerely,

Jonathan Houck, Chairperson, Gunnison County Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support to build capacity for the Marble

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Roaring Fork Outdoor Volunteers have requested signature on the attached letter of support.

Fiscal Impact: N/A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 5/18/2021

Revised April 2015

May 18, 2021

Colorado Parks & Wildlife
c/o Carlee Koutnik, Deputy Director
6060 Broadway
Denver, CO 80216

Dear Ms. Koutnik,

The Gunnison County Board of County Commissioners supports the Roaring Fork Outdoor Volunteers' (RFOV) proposal to the Colorado Outdoor Regional Partnerships Funding Program to build capacity for the Marble Stewardship Coalition.

The Town of Marble and adjacent public lands have experienced increased use and visitation over the past 10 years, putting significant pressure on the environment and its small, rural community. This region offers some of the most spectacular landscapes and outdoor recreation opportunities in the State. However, the current lack of coordinated planning, differing visions for the region, and inadequate management resources, collectively risk natural resource degradation and the simultaneous fracturing of the community. In short, the issues present in the area exemplify the need for Governor Polis' Statewide Conservation and Recreation planning process through the creation of regional partnerships.

If awarded funding, the current stakeholders, coordinated by RFOV, hope to create and build an inclusive coalition within the Marble region to proactively plan for and manage growing visitation from recreation and tourism while preserving the conservation values and rural character in the area. The opportunity to join the Colorado Outdoor Regional Partnership initiative provides the necessary framework and resources to work toward a shared vision and enact sustainable solutions in line with Colorado's Outdoor Principles. Without funding and the support of the Partners in the Outdoors, it is unlikely that a formal working group with adequate resources would have the capacity to work through these challenges in a coordinated and comprehensive manner. In addition, our hope is that this opportunity will bring attention to the region at a statewide level and with that, the requisite political support and funding needed to achieve our goals.

Sincerely,

Jonathan Houck, Chairperson	Roland Mason, Commissioner	Liz Smith, Commissioner