1 - September 7, 2021 Agenda

2a - Alcohol Beverage Lic_Skyhigh_dba_Taylor Park Trading Post

2b - Alcohol Beverage Lic_Black Mesa Lodget

3a - June 15, 2021 Regular Meeting Minutes

3b - June 22, 2021 Special Meeting Minutes

3c - August 3, 2021 Regular Meeting Minutes

4 - Schedule

5a - MOU_Gunnison Co_USFS

5b - Ack of Sig_CDOT_Juv Svcs

5c - Ack of Sig_NACCHO Rural Frontier Grant

5d - Grant Award Agreement_Small Community Air Service Development program. pdf

5e - Lease Agreement_Voter Election Parish Hall_CB

5f - Grant Acceptance Letter _Temple Hoyne Buell_Gunnison-Hinsdale Co HS

5g - Ratif_Chair Sig_BA-10 Funding_PHE_Gunnison Co HS

5h - Ack of Sig_Amendment1_CDHCPF_Gunnison-Hinsdale HS_Gunnison Incentives

5i - Purchase of Service Agreement_Regional Core Svcs_Center for Mental Health_GCHS

5j - 2021 Contract_Hearing Officer_Walter Sorrentino

6 - Household Hazardous Waste Agreement

7 - Public Hearing_Street Vacation_Tincup

8 - Townhome Plat and Declaration_Alpine Court Townhomes

9 - Grant Agreement_CB Land Trust_Kikel Lot 3 Acquisition

10 - Agreement between BOCC and BLR Aerospace LLC

11 - Airline Incentive Policy and Resolution

12 - Public Hearing_Renewal of Marijuana Cultivation License_Riverland

13 - Public Hearing_2021 LUR Amendments

14a - Ratif_Chair Sig_BA-10 Funding_PHE_Hinsdale Co HS

14b - Ratif_Chair Sig_Amendment1_CDHCPF_Gunnison-Hinsdale HS_Hinsdale Incentives

15 - Assesors Report to the CBOE

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 7, 2021
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (Remote Option, below)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

8:30 am
- Call to Order
- Fermented Malt Beverage Alcohol Beverage License #04-01232; Skyhigh Colorado LLC dba Taylor Park Trading Post; Effective Dates 7/01/2021 – 7/01/2022
- Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; Effective Dates 9/06/21 – 9/06/2022
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am
- Call to Order; Agenda Review
- Minutes Approval:
  1. June 15, 2021 Regular Meeting
  2. June 22, 2021 Special Meeting
  3. August 3, 2021 Regular Meeting
- 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. Memorandum of Understanding; Gunnison County and the USDA Forest Service
  2. Acknowledgment of County Manager's Signature; CDOT; Gunnison County Juvenile Services; to provide programs intended to reduce the number of deaths and serious injuries from traffic crashes; 10/01/2021 – 9/20/2022; $95,000
  3. Acknowledgment of County Manager's Signature; Modification of Agreement; National Association of County and City Health Officials (NACCHO); Gunnison County Health and Human Services; project extension; Invoice due 12/31/2021; $12,302
  4. Grant Award Agreement; U.S. Dept of Transportation; Small Community Air Service Development Program (SCASDP); to help expand current air service to Dallas/Fort Worth for Summer service June – September; $600,000; 9/7/2021 – 1/08/2027
  5. Lease Agreement; the Bishop of Pueblo; Voter and Service Polling Center location lease; Queen of All Saints Parish Hall, Crested Butte; 10/28, 10/29, 10/30, 11/01, 11/02; $600
  6. Grant Acceptance Letter; Temple Hoyne Buell Foundation; Gunnison Hinsdale Early Childhood Council; $30,000 Renewal Grant
  7. Ratification of Chair Signature; Intergovernmental Agreement; Colorado Dept of Health Care Policy and Financing; Gunnison-Hinsdale Counties Board of Human Services; to help manage the workload at the end of the Public Health Emergency (PHE); 7/01/2021 – 6/30/2022; $37,741.23 for Gunnison County
  8. Acknowledgement of County Manager Signature; Contract Amendment #1; Colorado Department of Health Care Policy and Financing; Gunnison County-Hinsdale County Human Services; for Gunnison County incentives – Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2021, $18,509.67; State Fiscal Year 2022, $18,509.67
  9. Purchase of Service Agreement, Regional Cores Services – Mental Health; The Center for Mental Health; Gunnison County-Hinsdale County Human Services; for Mental Health Services to Gunnison and Hinsdale Human Services clients; 6/01/2021 – 5/31/2022
  10. Revised Contractor Agreement; Walter A. Sorrentino; County Board of Equalization Hearing Officer; term to be 9/15/2021 – 11/01/2021; $65/hr plus expenses

- County Manager's Reports

- Deputy County Manager's Reports and Project Updates
  1. Household Hazardous Waste Collection Agreement; Clean Harbors; Gunnison County Public Works; $30,000

8:50 am
- Public Hearing; Tincup Street Vacation Request; That portion of Laurel Street adjacent to Lots 18024, Block 14, and Lots 1-7, Block 13, Town of Tincup; Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC)
  1. Resolution; A Resolution Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado

9:00 am
- Townhome Plat and Declaration; Alpine Court Townhome Plat; Lot RNT-1, Skyland River Neighborhood; LUC-21-00037

9:05 am
- Grant Agreement; CB Land Trust; Kikel Lot 3 Acquisition and Conservation Project; $123.700

9:15 am
- Agreement Between BOCC and BLR Aerospace, LLC; for Authorization Flight Testing Activities, Use of the Helicopter Tether Test Pad, Provision of Airport Rescue Fire Fighting (ARFF) and Other Airport Services

- Airline Incentive Policy and Resolution; to enhance Air Carrier Service at GUC by not charging Airport rates
  1. Resolution; A Resolution Adopting the Gunnison-Crested Butte Regional Airport Air Service Incentive Policy

9:30 am
- Public Hearing; Renewal of Marijuana Facility Cultivation License; Riverland Remedies, 80 Buckley Dr, Units 2A, 2B, 2C, Riverland Industrial Park; Rob VanAermem and Rob Carney

9:45 am
- Public Hearing; 2021 Land Use Regulations (LUR) Amendments

10:45 am **BREAK**

10:50 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.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

11:05 am
- Call to Order

- 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. Ratification of Chair Signature; Intergovernmental Agreement; Colorado Dept. of Health Care Policy and Financing; Gunnison-Hinsdale Counties Board of Human Services; to help manage the workload at the end of the Public Health Emergency (PHE); 7/01/2021 – 6/30/2022; $1,282.62 for Hinsdale County
  2. Ratification of Chair Signature; Contract Amendment #1; Colorado Department of Health Care Policy and Financing; Gunnison County-Hinsdale County Human Services; for Hinsdale County incentives – Health Care Policy and Financing (HCPF), Medicaid; State Fiscal Year 2021, $6,072.29; State Fiscal Year 2022, $6,072.29

(cont'd) GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION:

11:07 am
- Call to Order
- Assessor's Report to the CBOE
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- Possible Executive Session, pursuant to C.R.S. § 24-6-402(4), personnel matters
- 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)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage Alcohol Beverage License #

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewal for Skyhigh Colorado LLC dba Taylor Park Trading Post

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/23/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

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

Agenda Date: 9/7/2021

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

SKYHIGH COLORADO LLC
dba TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-01232	**July 01, 2022**
License Type: **FERMENTED MALT BEVERAGE OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 8/18/2021 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-01232
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 07.01.21 – 07.01.2022

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 8-20-2021

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
Submit to Local Licensing Authority

received 6-25-21

TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210

Fees Due	
Renewal Fee	117.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 117.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
SKYHIGH COLORADO LLC	TAYLOR PARK TRADING POST			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
04-01232	Fermented Malt	42434484	07/01/2021	05/17/2021
Business Address				**Phone Number**
23044 COUNTY ROAD 742 Almont CO 81210				9706412555
Mailing Address			**Email**	
23044 COUNTY ROAD 742 Almont CO 81210			t.brand.64.tb at gmail.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Theadore C. Brand	10-9-68	23044 County Rd. 742 Almont, Co. 81210		720-383-0716

1. Do you have legal possession of the premises at the street address above? (Yes) No
   Are the premises owned or rented? (Owned) Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes (No)

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes (No)

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes (No)

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes (No)

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes (No)

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes (No)

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes (No)

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Theodore C Brand	Member
Signature	**Date**
Theodore C Brand	6-22-21

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		6-25-2021
Signature	**Title**	**Attest**
Hattye Simillion	County Clerk	Shelly Williams

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-54026-0000; Black Mes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Renewal for Black Mesa Lodge LLC dba Black Mesa Lodge

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@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: 8/31/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

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

Agenda Date: 9/7/2021

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #26-54026-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

BLACK MESA LODGE LLC DBA BLACK MESA LODGE
100 CORRAL GULCH RD
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 09.06.2021 – 09.06.2022

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 8-31-2021

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BLACK MESA LODGE LLC
dba BLACK MESA LODGE
100 CORRAL GULCH RD
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
26-54026-0000	**September 06, 2022**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 8/24/2021 CM

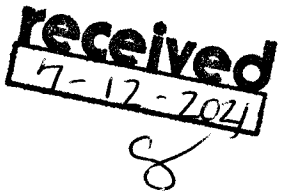
Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
Submit to Local Licensing Authority

BLACK MESA LODGE
PO BOX 132
Crawford CO 81415



Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex $160.00 per facility	Waived due to 20B-001
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
BLACK MESA LODGE LLC	BLACK MESA LODGE			
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
26-54026-0000	Hotel & Restaurant (county)	26540260000	09/06/2021	07/23/2021
Business Address		County		Phone Number
100 CORRAL GULCH RD Gunnison CO 81230		Gunnison		9705960390
Mailing Address		Email		
PO BOX 132 Crawford CO 81415				
Operating Manager	Date of Birth	Home Address		Phone Number
Tom McLeod	4-23-53	706 - 1550 Rd Delta Co. 81416		9705960390

1. Do you have legal possession of the premises at the street address above? Yes No
   Are the premises owned or rented? Owned Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Tom McLeod	owner
Signature	**Date**
Tom McLeod	7-7-21

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		7-12-2021
Signature	**Title**	**Attest**
Kathy Smillie	County Clerk	Dianne L. Falcone

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 15, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft of the 6/15/2021 BOCC regular meeting minutes are attached for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@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: 9/3/2021

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

Agenda Date: 9/7/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 15, 2021

The June 15, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson [ABSENT after 9 am]
Roland Mason, Commissioner
Liz Smith, Commissioner

Marlene Crosby, Deputy County Manager
Matthew Birnie, County Manager [ABSENT]
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSE AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Local Liquor License Authority meeting to order at 8:30 am.

Deputy County Attorney Emilee Gaebler advised that the end date of the third liquor license, #04-00107, should be changed from 6/21/22 to 6/03/22, to be in keeping with the time limitation set by the State. With that, Chairperson Houck elected to have the Board consider each license separately.

ALCOHOL BEVERAGE LICENSE #03-11784; BIRDSEY ENTERPRISES LLC dba TAYLOR PARK MARINA; EFFECTIVE DATES 6/11/2021 – 6/11/2022: **Moved** by Commissioner Smith, seconded by Chairperson Houck to approve the liquor license for Birdsey Enterprises LLC. Motion carried unanimously.

ALCOHOL BEVERAGE LICENSE #04-00106; ELK CREEK MARINA LLC dba LAKE FORK MARINA; EFFECTIVE DATES 6/03/2021 – 6/03/2022: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the liquor license for Elk Creek Marina LLC dba Lake Fork Marina. Motion carried unanimously.

FERMENTED MALT BEVERAGE ALCOHOL BEVERAGE LICENSE #04-00107; ELK CREEK MARINA LLC dba ELK CREEK MARINA; EFFECTIVE DATES 6/03/21 – 6/21/2022: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the liquor license for Elk Creek Marina LLC dba Elk Creek Marina, with the end date correction changed to 6/03/22. Motion carried unanimously.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Local Liquor License Authority. The Gunnison County Local Liquor License Authority adjourned at 8:33 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:33 am.

AGENDA REVIEW: There were no changes to the agenda. Chairperson Houck noted that the statewide Wolf Reintroduction Committee meeting was scheduled for 9 am that day, and he would need to attend. Therefore, Chairperson Houck asked that the record reflect he would be leaving the BOCC regular meeting shortly before 9:00 am in order to attend the wolf reintroduction meeting.

SCHEDULING: The upcoming meetings schedule was discussed, and Commissioner Smith noted that she would be gone for the Elected Officials meeting on June 30th, as well as the Mayors & Managers Meeting in Pitkin on July 1st.

CONSENT AGENDA: Item #2 was pulled for further discussion (Note: (Commissioner Smith referred to this item as #4b, as this was its placement in the portfolio). **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the consent agenda, with the exception of Item #2, which would be discussed separately. Motion carried unanimously.

1. Acknowledgment of Signature; Application for funds; Western Regional Emergency Medical & Trauma Advisory Council (WRETAC) Systems Development; Gunnison Valley Hospital Emergency Medical Services; $7,500 communications /$7,500 medical direction
2. **(MOVED, see below)** Ratification of Grant Submission; Health Resources & Services Administration; Gunnison County Health and Human Services / West Central Public Health Partnership; Increasing public health workforce to address vaccinations among vulnerable populations in Region 10; $1,000,000
3. Temporary Road Use Agreement; City of Gunnison; Closure of a portion of County Road #49 for Fireworks; 7:00 am, 7/04/2021 to 8:00 am, 7/05/2021
4. Additional Funding; Colorado Department of Local Affairs, Community Services Block Grant; Ends 9/30/2024; $48,823

DRAFT

5. Contractor Agreement; Mead & Hunt; Gunnison-Crested Butte Regional Airport; Air Service Development/Leakage Study/True Market Visitation studies; 6/1/2021 – 5/31/2022; $40,000
6. Acknowledgement of County Manager's Signature; Contract Amendment #3; Colorado Department of Public Health and Environment; Gunnison County Health and Human Services; Emergency Preparedness Response; 7/01/2021 to 6/30/2022; $22,515
7. Acknowledgement of County Manager's Signature; Grant Amendment; Colorado Department of Public Health and Environment; Gunnison County Health and Human Services; Additional funds for Core Immunization Services; 7/1/2021 to 6/30/2022; $7,446
8. Funding Agreement; Gunnison County Metropolitan Recreation District; Gunnison County Substance Abuse Prevention Project; funds for Choice Pass; 6/01/2021 to 6/01/2022; $4,000
9. Subcontractor Agreement; Gunnison Valley Health; Gunnison County Sheriff's Department; Jail Based Behavioral Services Program; 7/1/2021 – 6/30/2022; $112,000
10. Acknowledgement of County Manager's Signature; Statement of Work; Colorado Department of Public Health and Environment (CDPHE); Women, Infants and Children (WIC) program; bonus funding to support breastfeeding in the WIC program; 6/25/2021 to 9/20/2021; $1,000

CONSENT AGENDA ITEM #2: Commissioner Smith noted that there were fields missing that looked like they should be filled in. She wanted to make sure that fields would be filled in before being submitted. Direction was given to Clerk to the Board, Melanie Bollig, to follow-up and make sure these fields were filled in. Commissioner Smith then **moved** to approve Item #2, Ratification of Grant Submission; Health Resources & Services Administration; Gunnison County Health and Human Services / West Central Public Health Partnership. Commissioner Mason seconded. Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORTS:

1. **Grant of Perpetual Easement; Antelope Water Line Easement; Omar Stratman Living Trust.** Deputy County Attorney Marlene Crosby brought to the Board that morning a new, finalized document for signing. She let the Board know that the County already had a temporary easement with Omar Stratman to travel across his property; and in fact, part of that agreement had included Mr. Stratman signing a perpetual easement. He fell ill, however, and passed away before this could be signed. His son was now rightful owner of this trust; he was willing to sign, but needed to leave the country very soon. She noted that this version of the contract had been reviewed and approved by the County Attorney's Office, and she was asking the Board to sign that day, then she would get it to the son for signing before he left, and would see it was recorded. With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the permanent utility easement agreement, as presented. Motion carried unanimously.
2. Acknowledgement of County Manager's Signature; Funding Agreement; Gunnison County Metropolitan Recreation District, 2021 Developed Recreation Grant Award; Gunnison County Fairgrounds solar lighting; $16,367.04. DCM Crosby explained this was the funding for solar lighting at the far corner of the Fairgrounds, which had been approved in an earlier meeting for application. With no questions from the Board, the County Manager's signature was acknowledged and approved.

CHANGE OF AGENDA: As they were ahead of time on the agenda, Chairperson Houck elected to move to Commissioner Items until the allotted time of 8:55 am for the next agenda item. He also elected to be the first, as he would not be present for the rest of the meeting past 9:00 am.

COMMISSIONER ITEMS:

Commissioner Houck

1. Gunnison Basin Sage-grouse Strategic Committee. Chairperson Houck noted that this committee meeting was scheduled originally for tomorrow, June 16th, but had needed to be postponed until July.
2. State Wolf Reintroduction Committee meetings. Chairperson Houck alerted Commission Mason to the conflict that this committee appointment might create later on for him, as both the Sage-grouse and Wolf reintroduction group have meetings on Wednesdays. Chairperson Houck asked Commissioner Mason, as alternate rep for the County on the Sage-grouse Strategic Committee, to step in for him on the days that conflict, and Chairperson Houck advised that he would get a schedule to Commissioner Mason shortly.
3. Colorado Plateau Mountain Bike Association (COPMOBA) and the Ridgeway chapter named Ridgeway Area Trails (RAT). Chairperson Houck informed the Board that this Ridgway chapter had developed a trails master plan for connection of three different trail loops, one of which comes right to the border of Gunnison County at Elk Creek Pass, Silver Jack Reservoir. Ouray County proposed to collaborate with Gunnison County in an application for funding to complete these three trail loops, including the area at Elk Creek Pass. Chairperson Houck had agreed to help with this application on behalf of the County.
4. Working with the Colorado Parks and Wildlife on the Wolf Reintroduction Subcommittee. Chairperson Houck expanded on his new committee appointment by adding that he had more specifically been appointed to a Technical Working Group subcommittee. He further explained that there was some urgency to fact-finding with this group, based on the timeline that was voted in on the ballot. He asserted that his appointment was also connected to his work on the Sage-grouse

Strategic Committee, acknowledging that there had been framework developed there that could be helpful to the wolf reintroduction project. Chairperson Houck asserted that he wished to work on understanding how do all the pieces fit together biologically, and how would they make sure this wolf introduction would not mean losing gains seen in Sage-grouse preservation as well.

5. Where are we at on a County Fire Ban? Chairperson Houck noted that several residents of the County had approached him with this question. He stated that he understood this item would be discussed later on in the agenda by several experts, but as he could not be present, he wanted to weigh in with his perspective. He asked the other Board members to be conservative in their decisions involving fire prevention, noting that the County's resources are stretched and managing a wildfire in this large basin would be extremely difficult. Commissioner Mason added that he had just learned in a Colorado Counties, Inc. meeting that huge tankers would now be able to land at the Colorado Springs airport, rather than having to go to Arizona to fill/refill, as in the past. DCM Crosby let the Board know that BLM's Uncompahgre field office had issued a notice saying they would go into Stage 1 Fire Ban Restriction at 12:01 am, June 17th.

RECESS: Chairperson Houck recessed the regular meeting at 8:54 am, in order to hold the Gunnison-Hinsdale Board of Human Services Meeting. He then left the meeting at this point, turning over the meeting facilitation to Commissioner Mason.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 8:55 am to 9:38 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: At 9:38 am, Commissioner Houck reconvened the Gunnison County Board of County Commissioners Regular Meeting.

EMPLOYEE COVID VACCINATION RAFFLE PROPOSAL: Health and Human Services Director Joni Reynolds was present to explain the raffle proposal to the Board. She highlighted that this was an incentive program for county employees, with a proposal to utilize up to $10,000 in county funds to purchase: Dining Dollar certificates, gift certificates (all toward local businesses), with one cash award of up to $1,000. This would be done later in the summer; all county employees would be eligible, and once prizes were drawn, they would be able to claim upon showing vaccination documentation. Commissioner Mason asked what percentage of employees currently were vaccinated. HHS Director Reynolds replied that a voluntary survey had been done to see, and 70% were returned. Of these 70%, approximate 70% indicated they had been fully vaccinated. She noted that, with Gunnison County's population estimated at 68-70% vaccinated, this would fall in line closer to the 70%; however, it could be as low as 50% -- there was really no way to give an accurate percentage. Commissioner Smith noted that this raffle was timely and in line with vaccine incentive efforts both on the federal and statewide levels. With the commissioners in support of this opportunity to possibly give incentive to those not yet going to get their vaccinations, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the employee COVID vaccination raffle in the amount of $10,000. Motion carried unanimously.

CHANGE OF AGENDA: Once again ahead of schedule, Commissioner Mason elected to move to Commissioner Items until the allotted time of 9:50 am for the next agenda item.

COMMISSIONER ITEMS:

Commissioner Smith

1. Wonderland Nature School. Commissioner Smith explained she is currently helping this early childcare education center to get up and running, with an opening scheduled for July 5th. She noted that the infant room cannot be open at the start, because of difficulty in licensing someone for infant care. A necessary training program is offered only once a year, with 48 hours of training required. The center was also finding they were not able to hire someone qualified from out of the area, due to the lack of affordable housing. However, Commissioner Smith added that the center will be a boost to the area with added opportunity for affordable childcare, and will help some families to be able to go back to work.
2. Transition Advisory Group (TAG) for the state's Early Childhood Leadership Commission. Commissioner Smith asserted that she will be putting her name in for this group, adding that her experience – as a parent, from her growing knowledge of early childcare education licensing, and her work on the Child Fatality Review Board – would all be invaluable to helping TAG develop recommendations in the formation of Colorado's Early Childhood Leadership Commission. She highlighted that she would try to have one or two more from the area join her on the commission, as it was very important for rural Gunnison County to be well-represented here.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2020; R013123, 12.84 ACRES IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH PRINCIPAL MERIDIAN; PARCEL NO. 3255-120-00-082; VAN DELAY INDUSTRIES LTD: Commissioner Mason opened the Hearing at 9:50 am. Since the petitioner, Mindy Sturm of Van Delay Industries LTD, was not present in the room or via Zoom, the Board tried to contact

her by phone; however, Ms. Sturm came in person at 9:52 am, and handed the Board a packet she had prepared. This was entered later into the record by the Clerk to the Board, Melanie Bollig, as Exhibit A, 19 pages.

Petitioner and landowner Mindy Sturm presented first. She started by describing her lot as just short of 13 acres, sitting south of Crested Butte near the turn into the Skyland community. She added her land had been classified as agricultural since she had bought it. For tax year 2020, her land was reclassified as residential, while her neighbor's, Touchstone Ranch LLC, was still considered agricultural. She pointed out that Touchstone Ranch had added improvements such as large berms and trees with a large gate, while nothing had changed on her own lot. She wondered if this reclassification might be due to a clerical error, wherein the two properties' classifications had been switched by accident. As a second point, Ms. Sturm referred to an agricultural lease included in the packet handed to the Board members (Exhibit A). She maintained that this was a continuing lease with Spann Ranch, and asserted that they did run, and continued to run, cattle through the end of her property to the highway, in order to prevent congestion at the entrance into Skyland.

Appraiser Chris Nutgrass with the Gunnison County Assessor's office presented next. He first addressed the issue of the classification change, stating that both Mindy Sturm's land and the neighboring Touchstone Ranch land had been classified as vacant in 2020; however, the Touchstone Ranch did appeal and as a result, their land was switched back to agricultural status. At this point, Ms. Sturm asserted that she had not received a notice in 2020 of the change in classification. Mr. Nutgrass then showed a copy of the notice mailed in May of 2020, to which Ms. Sturm still maintained that this had never been received in the mail by her.

Appraiser Chris Nutgrass then went on to outline the reason for the change of classification from agricultural land to vacant land. He first explained that it was due to the County Assessors observing no evidence of agricultural activity there in 2019. He expanded on this by saying that the Van Delay and Touchstone Ranch properties had first been brought to the Assessor Office's attention during an appeal by another landowner in 2019. That petitioner had wanted to know why his land was classified as vacant, but the neighboring properties were not, and he never saw cattle on their lands. As a follow-up, the Assessor's Office did a physical inspection of the Van Delay and Touchstone properties at two different times in 2019, and also observed downed fences and inadequate fencing for keeping cattle on the Van Delay property. Mr. Nutgrass also highlighted that they found two agricultural leases on record for Ms. Sturm's property – one for 2012, and another lease for 2015, the latter of which expired 12/31/2018. He noted that this expiration date also triggered a look at the property to see if it needed to remain in the agricultural classification or not. When the neighboring Touchstone Ranch appealed in 2020, they provided a lease, as well as evidence of when the cattle had been on their land, along with new fencing and a decree water right, allowing them to go back into agricultural classification that same year.

Appraiser Nutgrass concluded by adding that he had also questioned multiple daily commuters past the area, who all stated that they had never seen cattle on the Van Delay property. This, along with the other evidence, led the Assessor's Office to re-classify the property as vacant land for 2020.

At this point, the Board asked a few questions, with Commissioner Mason noting that the lease provided in the petitioner's packet started 1/01/2020, and did not encompass 2019. Ms. Sturm replied that she could provide photos from a Doug Washburn which showed cattle grazing there within the correct time period. She stated that she could not show evidence for how long the cattle stayed, adding that it was more of a migration to stay out of the Skyland high traffic corridor. Commissioner Mason then asked the County Appraiser, Chris Nutgrass, how do you classify corridor use for cattle to go through an area? Mr. Nutgrass explained that this would not classify for agricultural use like cattle grazing for a longer period of time. Commissioner Mason then asked that, if you have a lease for the year 2020, could the status then be moved back to agricultural classification for the next tax year 2021? Mr. Nutgrass stated that, with the lease, the petitioner would also need to present an affidavit from the rancher stating that they had grazed *x* number of cows for *x* amount of days in 2019 and 2020. Then, the Assessor's Office could look at this to determine if this was nominal use or if it was use intended for agricultural land. He further noted that if the petitioner could prove there was agricultural use for only 2020, then this would start the clock for the petitioner to prove that there was continuous agricultural use in both 2020 and 2021, and then the status could be switched back in 2022 to agricultural land.

After some discussion regarding the lease needed for the year 2019, and photos showing downed fencing, Commissioner Smith asked where is the bar for what constitutes agricultural use and what is seen as nominal use. She asked County Appraiser Chris Nutgrass to clarify what constitutes these two differences. He replied that this property would need to be a ranch under the agricultural classification. This is defined as a parcel of land which is used for grazing livestock for the primary purpose of obtaining a monetary profit. As for the determination of nominal grazing rights, Appraiser Nutgrass said he believed this was mostly found in case law. Deputy County Attorney Emilee Gaebler then affirmed the definition of agricultural use as laid out by Appraiser Nutgrass, adding that the courts, in recent appeals, have made it very clear that it is the burden of the petitioner to prove that it is an agricultural lease. She also added that much of the designation of nominal grazing was indeed contained in the case law itself, noting that she had not looked into this yet, but would be happy to do so.

Commissioner Mason requested that petitioner Mindy Sturm supply a valid lease or affidavit in effect for the 2019 tax year, affirming use consistent with the definition of agricultural grazing. He then directed that this hearing would be continued at a future meeting, to be scheduled when Ms. Sturm had supplied the additional documents. Ms. Sturm affirmed that she would obtain the information right away, and asked that the hearing not be at the end of July, as she would be out of town.

HEARING; PETITION FOR ABATEMENT OF REFUND OF TAXES; PROPERTY TAX YEAR 2020; R042679; LOT M3-52 BUCKHORN RANCH FILING 2B; PARCEL NO. 3257-074-17-007; MARK SOLARI: Commissioner Mason opened the hearing at 10:27 am.

Petitioner and landowner Marc Solari presented first. He explained that he found out about the change in taxes from his title company informing of the adjustment in payments. He thought assessments come out in odd years, and he wondered about the change in valuation for 2020, when there was a lockdown. Also, Mr. Solari questioned the change in classification from agricultural to residential, noting that he believed his land had never been considered agricultural. Third, he wanted to know why his land for 2020 had tripled in value, while the land of those around him had doubled.

County Appraiser Bob Blackett presented next. He let the Board know that for Buckhorn Ranch Filing 2B Subdivision, tax year 2019, the appraiser's office had inadvertently made incorrect appraisals for all the lots in that subdivision. The recourse had been to adjust this for the next year 2020, with an increase of a multiplier of 2.8. He further noted that all the lots in 2B were increased with the same multiplier. Appraiser Blackett then asked Mr. Solari if he had sold his property, to which Mr. Solari answered, "Yes."

Commissioner Mason then asked Mr. Solari if he understood the multiplier, and Mr. Solari replied that understood much better now what had happened and they had determined the increase. Commissioner Mason then asked the appraiser, Bob Blackett, about the mistake made in 2019, why it would have been agricultural. Bob replied that the notice which Mr. Solari had not received in the mail, explained that it had been taken out of discount status, not agricultural. He further explained that discount status depended on the number of lots that a developer still owned. Once enough lots were sold, this status changed.

Mr. Solari then revisited his question about why there was a tax change in 2020. Commissioner Mason let him know that this was because there was an error, and they could not let this go for another year with the incorrect valuation, so they had to change it in the even year 2020.

The Board considered the fact that taxes should have increased in 2019 and due to the error, did not, giving Mr. Solari an actual discount for one more year. Therefore, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to deny the hearing petition for abatement or refund of taxes for the property tax year 2020, Lot M3-52 buckhorn Ranch Filing 2B. Motion carried unanimously.

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS; RIVER GREEN, CRESTED BUTTE, COLORADO; SECTION 7.26 SHORT TERM RENTALS: Community Development Senior Planner Rachel Sabato presented the details of this item to the board. She explained that the subdivision sought to amend their covenants regarding short term rentals, noting that the Deputy County Attorney Emilee Gaebler had reviewed and approved this amendment, and the subdivision association's membership had approved it by 75% -- well above the State's 67% requirement. Commissioner Smith wondered why this had to come to the Board, and Sr. Planner Sabato explained it was because the original covenants for this subdivision were signed by the County, so now any amendments or enforcement made to the original must be approved by the County. With no further questions, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Second Amendment to the Declaration of Protective Covenants for River Green, Section 7.26 Short Term Rentals. Motion carried unanimously.

EXEMPTION APPROVAL; COUNTY MASTER DEED RESTRICTION RELATIVE TO SECTION 2.XVII.B; GUNNISON VALLEY REGIONAL HOUSING AUTHORITY; 417 LARKSPUR LOOP, CRESTED BUTTE, COLORADO: Gunnison Valley Regional Housing Authority Executive Director Jennifer Kermode joined the meeting via Zoom to present this item to the Board. She explained that deed restrictions for this property required that it must be their primary residence. Instead, for this lot, the owners never had anything built and were in constant violation of the deed restriction. Now they had a prospective buyer who would quality in all aspects of the deed restriction. (Exec. Director Kermode noted here that DCA Emilee Gaebler was currently working on changes to this property's master deed restriction, and this revised master deed restriction will be added to the property when it sells.) The need for an exemption arose because of the requirement that 80% of a purchaser's income must come from within Gunnison County. This prospect buyer needs an exemption because divorce settlements she is currently receiving exceed 20% of her income, though she is employed full-time at Crested Butte Community School. Commissioner Mason added that he saw the divorce settlement was set to expire fairly soon, and Exec. Director Kermode confirmed that a great portion of the divorce income would expire at the end of 2023.

With no further questions, Commissioner Mason **moved** to approve the exemption in the County Master Deed Restriction relative to Section 2.xvii.b for the property at 417 Larkspur Loop, Crested Butte, Colorado. Commissioner Smith seconded and the motion carried unanimously.

FIRE RESTRICTIONS DISCUSSION: Emergency Management Manager Scott Morrill, Sheriff John Gallowich, and Undersheriff Adam were present, asking the Board to grant the Sheriff the ability to impose and end fire restrictions without the need for the Board to convene and approve. Deputy County Manager Marlene Crosby asked if they would expand on how the Sheriff would bring the Board into the loop and how soon could they be notified. EMM Scott Morrill explained that the plan was to notify the Board as soon as possible, and then the Board would ratify the action at their next meeting. Sheriff Gallowich added that the reason for this action is to make the collaboration between government agencies more simultaneous, helping to eliminate public confusion when one or more agencies impose a fire restriction several hours or days ahead of another; they were wanting to move quicker than last year to coordinate this.

Commissioner Mason suggested that they include in their plan a time to review this decision on a periodic basis – perhaps a yearly basis – and then make any adjustments if needed. After a few minutes of discussion, Commissioner Mason suggested that a resolution be ready for the next special meeting held in conjunction with the work session next week on June 22nd. County Deputy Attorney Emilee Gaebler asked to work with EMM Scott to craft a resolution with the appropriate guidelines and contingencies in place. EMM Morrill advised the group that he understood several government agencies were considering issuing fire restrictions within two to three days. Commissioner Mason asked him to notify them if a special meeting would be needed before the June 22nd date.

UNSCHEDULED CITIZENS:

1. Tim Szurgot – a resident of Wild Bird subdivision, about a mile up Slate River Road. Tim thanked the Board for listening and directing Staff to review the size of homes. He went on to note that the LUR must be in accordance with the efforts of 30 years of efforts by CB Land Trust and other wetlands organizations to protect the wide range of wildlife who depend on the wetlands of the Upper Slate River Valley. Tim further stressed that the Upper Slate River Valley area must be deemed a sensitive wildlife area, preserving a clean and consistent source of water. He concluded with the promise of the presenting to the Board a petition with more than 1,700 signatures, requesting a building moratorium in the Upper Slate River Valley area, and asked the Board to please add a building moratorium.
2. Jim Starr of Valley Housing – a resident of Crested Butte. Jim supported Tim Szurgot's statement above, and added that protecting the wetland area did not need to require a land use change. He cited a section of the Land Use Regulations (LUR), Section 2-1 of 2 and Section 1-110. He noted that the purpose of these sections is to establish a process whereby the County can designate certain areas for specialized land use regulations, and also gives procedures for citizens to request a special designation. Jim asked the Board, Community and Environmental Director, and Planning Commission to consider this process for designating the Slate River Valley as a special geographic area.
3. Alan Wartes – new publisher of the Gunnison Country Times. He introduced himself as a former reporter who had spent many hours in the Gunnison County Commissioners' Boardroom. Alan then assured the Board that the new leadership at the paper wished to continue the participation in the great work of this community, to cover important issues, and to help solve problems in tandem with the commissioners. He further noted that they have plans to roll out new digital platforms but to not touch the printed word that so many love.

COMMISSIONER ITEMS:

Commissioner Mason:

1. Attended the symposium on the housing crisis up in Crested Butte. Commissioner Mason remarked that it was very well attended, with probably over 200 in attendance. KBUT was there as well, so those that did not attend were able to hear. He noted that there were many heart-wrenching stories of those trying to find housing, camping out, living in their car. He is focused on working with those the housing authorities and others helping to alleviate some of the difficulties as soon as possible.
2. Attended RTA meeting last Friday, June 11th. Commissioner Mason also relayed that the RTA Board is also finding how much housing needs are impacting transportation. As a result, the Board was allocating $1.85 million to purchase 5 units in the Lazy K development. This would be a master lease, to be leased out to the company providing transportation service. Currently, this would be for employees of Alpine Express. Commissioner Mason also revealed that bus service next November would be expanded. There would be 36 trips per day, with bus service every 15 minutes to Crested Butte and Gunnison, and every 30 minutes' service to CB South. Summer service would be 18 trips per day.

ADJOURN: **Moved** by Commissioner Mason seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners meeting adjourned at 11:28 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 22, 2021 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft of the 6/22/2021 BOCC special meeting minutes are attached for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@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: 9/3/2021

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

Agenda Date: 9/7/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
June 22, 2021

The June 22, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

Marlene Crosby, Deputy County Manager
Matthew Birnie, County Manager [ABSENT]
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 8:30 am.

VOUCHERS AND TRANSFERS: Senior Accountant Kelly Weak was available in person for the Vouchers and Transfers reports. Commissioner Smith had questions about the codes for ABC Motel and Alpine Inn, which were coded for a public assistance general fund; she wondered if these had anything to do with housing displacement. SA Kelly Weak explained that the code was general enough that it could be for others reasons than housing displacement, so she would not be able to give her information from this report what percentage of this would be housing displacement.

1. Accounts Payable Report - March 2021. **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the voucher for $4,436,325.59. Motion carried unanimously.
2. Cash Transfer Report - March 2021. **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the cash transfer of $6,223,174.41. Motion carried unanimously.
3. Sales Tax and Local Marketing District Tax Reports - February 2021

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom for any questions from the Board. With no questions, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's report and authorize the signature of the Chair. Motion carried unanimously.

KEBLER TRAILHEAD PARKING PERMITS: Present for discussion were Deputy County Manager Marlene Crosby and Public Works staff member Sparky Casebolt. Also present for discussion via Zoom was Community and Economic Development Director Cathie Pagano. Chairperson Houck began by asking for DCM Crosby to give an overview of the project's progress, and an outline of direction needed from the Board.

DCM Crosby outlined that last year, for the Kebler Trailhead parking permits, they issued 56 parking permits (2 per residence); 38 trailer permits (no limit per residence); and 138 snowmobile permits (5 per residence). She was proposing the same amounts per residence this year, with two questions needing answered by the Board:

1. Is it okay for those who have historically been issued two permits, to this year again be issued the same number?
2. As a further requirement for permitting, can they require residents to bring current septic inspection documentation showing compliance? DCM Crosby explained that this idea was prompted by the extended length of time and volume of residents staying in the area; it would aid in maintaining good water quality.

DCM Marlene Crosby recommended that the increased permit fee of $125 from last year remain the same for this year, and that they would begin issuing permits on either October 1st or 15th. She further revealed to the Board that she had let the area residents know via a mass mailing that this item would be discussed on the June 22nd Board meeting.

Chairperson Houck thanked DCM Crosby for her diligence, both now and in the past, in keeping all the actions of the Public Works department within full Board knowledge. He then asked County Attorney Matt Hoyt about the legal standpoint of being able to require septic inspections and what could be done to differentiate between full- and part-time residents.

CA Hoyt then outlined that the parking area the County was providing was a privilege and not a right. As a result, the County had the ability to put rational conditions on permitting, such as requiring a current septic inspection showing compliance. CA Hoyt also explained that it was very problematic to try and determine what constitutes a full-time resident, and he recommended against creating any situation where full-time residents were elevated over part-time residents for permits.

When asked to share her thoughts, Community Development Director Cathie Pagano added her support to this permit requirement, adding she believes this opportunity aligns well with ensuring a watershed in good order, maintained and clean for the Crested Butte Water District, as that watershed serves the Town of Crested Butte's water supply. When Zoom caller and resident Lee Berglund texted in the Zoom chat,

wanting to understand what exact paperwork the County would be looking for that shows the septic is current, CDD Pagano answered (text copied from chat text), "The new requirement for all septic systems, which existed as of August 20, 1996 within the Crested Butte Watershed OWTS District, is that they be inspected by a certified OWTS inspector on an annual basis by September 15 of each year. If any maintenance is identified by the inspector, that maintenance shall be performed within 60 days of the inspection. Written proof of the inspection shall be submitted to Community Development no later than October 15 of each year. Our department will notify Public Works of those parcels that are compliant with the above regulations."

After further discussion by the Board regarding number of parking, trailer, and snowmobile permits allowed, and review of the difficulties in enforcing parking there, Chairperson Houck then directed DCM Crosby on the Kebler Trailhead Parking permits for the next year:

1. There would continue to be 2 permits per residential dwelling
2. There would again be a cap of 56 permits issued
3. There would be an added requirement of current septic inspection compliance
4. Permitting would begin October 15, 2021
5. Make sure all signage was aligned with law enforcement requirements, in order to allow for more effective enforcement
6. There would again be a fee of $125 for each permit

RESOLUTION; A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS: Present for discussion were Gunnison County Sheriff John Gallowich, Emergency Management Director Scott Morrill, Deputy County Manager Marlene Crosby.

Chairperson Houck introduced the discussion by noting that in order to put fire restrictions and bans into effect in Gunnison County, it takes an action by the Board. He further noted that the Board realized the nimbleness often needed is truncated by the Board's meeting requirements; i.e., 24-hour meeting notice, posting, etc. This resolution would allow the Board to authorize the Sheriff to be able to put certain level 1 and level 2 restrictions into process, with the Board ratifying that decision at a later meeting. Chairperson Houck also explained that many entities – Forest Service, Bureau of Land Management, Park Service, Fire Protection Districts – all worked on determining timing for these fire restrictions, and the County wished to more closely mirror these entities and their timing in issuing fire bans and restrictions. He then asked County Attorney Matt Hoyt to cover the highlights of the proposed resolution.

For those in attendance in the room or via Zoom, CA Hoyt highlighted that this resolution:

1. Delegates authority to the Sheriff, who is already the Fire Marshall for the County, to authorize Stage 1 or Stage 2 restrictions
2. Does not allow the Sheriff to call for Stage 3 restrictions
3. Does lay out what the Sheriff is allowed to do in order to enact Stage 1 or Stage 2 restrictions, and what would be a basis for violation of County law. These guidelines are consistent with what has been enacted in the past
4. Is based on similar resolutions passed by other counties on the Western Slope as well as the Front Range
5. Allows for checks and balances. The Sheriff must notify the Board formally within three business days of any actions taken; also informally, as soon as his office is able to do so
6. Requires the Sheriff to consult with other fire managers in the County
7. Will sunset at the end of this year
8. Requires that the Sheriff will report back to the Board in the Fall of this year to go over how well this worked, and to identify any issues needing addressed or improvements to be made

Sheriff Gallowich then added his support of the resolution, and added that he approved getting together with the Board at the end of the season to work over any needed adjustments. Emergency Management Director Scott Morrill also added his support to the resolution.

With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2021-16; A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions, as outlined in the resolution. Motion carried unanimously.

ADJOURN: At 9:21 am, Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting, in order to go into their Work Session.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called another special meeting to order at 12:18 am.

CERTIFICATION OF DELIQUENT TAXES & AUTHORIZATION FOR COUNTY TREASURER DEBBIE DUNBAR TO COLLECT THOSE TAXES PURSUANT TO C.R.S. 30-20-420; DOS RIOS, ANTELOPE

HILLS, SOMERSET AND NORTH GUNNISON DIVISIONS OF THE GUNNISON COUNTY SEWER & WATER DISTRICT: Senior Accountant Kelly Weak was present to answer any questions the Board might have regarding this item. Chairperson Houck asked SA Kelly Weak to validate that these were the delinquent taxes on water and sewer, and were continuing to be delinquent at the time of the meeting. SA Weak affirmed this was the case, and that before attempting to collect on these delinquent taxes, action by the Board was needed to certify the list that was presented to the Board.

With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to certify the delinquent taxes and authorize County Treasurer Debbie Dunbar to begin collecting those taxes pursuant to C.R.S. 30-20-420, for those delinquent accounts noted in the memo presented before the Board that day. Motion carried unanimously.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The Gunnison County Board of County Commissioners Special Meeting adjourned at 12:22 pm.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 21-16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, et seq. has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the citizens and residents of Gunnison County ("County"); and

WHEREAS, the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on fires, burning and sale, use

and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS, the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the citizens and residents of the County in order to preserve the health, safety and welfare of the citizens and residents; and

WHEREAS, the Gunnison County Sheriff ("Sheriff") is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513, to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceeds the capabilities of the fire protection district to control; and

WHEREAS, the Board believes that the Sheriff, as fire warden, is the appropriate person, using his or her expertise and discretion along with established fire restriction evaluation guidelines, and in collaboration with local Fire Chiefs, State and Federal land management agencies, State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison Colorado, that:

1. The Sheriff or his or her designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest or grass fires is found to be high and without the need for further proceedings, ordinance or resolution ("Restrictions"). The Sheriff or his or her designee shall also have the authority to rescind or modify, in whole or in part, Restrictions when he or she determines it is appropriate considering the current fire danger.

    a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:

        i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural burning and the burning of trash or debris, except:

            1. building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
            2. fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or
            3. fires burned in portable chimineas, fire pits and tiki torches located wholly on or within private property.

        ii. Smoking, except:
            1. within an enclosed vehicle or building; or
            2. a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or clear of all flammable materials.

        iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).

        iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

        v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.

        vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.

    b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:

        i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to:

            1. agricultural burning and the burning of trash or debris;
            2. maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
            3. fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns) and shut-off valves are

allowed when used at least three feet (3') or more from flammable material such as grasses or pine needles; and

4. fires burned in portable chimineas, fire pits and tiki torches.

ii. Smoking, except within an enclosed vehicle or building.

iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).

iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and a round point shovel with an overall length of at least 35 inches (35") readily available for use.

v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.

vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

vii. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.

viii. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas is prohibited, except when parking in an area devoid or vegetation within ten feet (10') of the vehicle.

c. Stage III Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.

2. Any declaration by the Sheriff or his or her designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or his or her designee shall promptly coordinate notification to the public through press release(s) to local community television, radio and print media, as well as posting on the County internet website and County Sheriff's Office Facebook page or other appropriate social media. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.

3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the Coun ty Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.

4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.

5. No person shall initiate any open fire or open burning without first notifying the Sheriff by calling Gunnison Dispatch at 970-641-8201 such notice must inform the Sheriff (Dispatch) no later than the day of the open fire or open burning, of the intent to initiate a fire and its estimated duration. The Sheriff (Dispatch) shall keep a log of each notification it receives regarding an intent to initiate an open fire or open burn. The Sheriff (Dispatch) will inform each person making such notification whether on that day there are any Restrictions or Red Flag Warnings. In the event the Sheriff (Dispatch) receives notice of a plan to initiate an open fire or open burn in violation of this Resolution or during a Red Flag Warning, the Sheriff (Dispatch) shall immediately notify appropriate personnel of such activity.

6. The following shall be exempt from the notice required in Section 5:

a. Commercial or community firework displays that are properly permitted.

b. Fires contained in indoor or outdoor stoves, indoor fireplaces and grills provided they are at private residences and in an area at least three feet (3') in diameter that is barren or clear of all flammable materials but only during Stage I Restrictions.

c. Persons with a permit or written authorization from the Sheriff that specifically allows for an open fire or open burn otherwise prohibited. Any such permit shall only be issued upon written concurrence by any special district or local, state or federal agency with fire jurisdiction.

d. Any local, state or federal agency or member of an organized rescue or firefighting force in the performance of an official duty.

7. The Sheriff or his or her designee shall collaborate with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or his or her designee shall coordinate and cooperate with these agencies to enforce the Restrictions.

8. This Resolution shall be enforced by the Sheriff or his or her designee, through his Deputies, the Fire Chief or his or her designee of any fire protection district or administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.

9. Any violation of this Resolution shall be a class 2 petty offense pursuant to C.R.S. § 30-15-402. Each violation of this Resolution shall be deemed separate and distinct from any other violation of this Resolution or any other local, state or federal law, rule, order or regulation, and punishable as a separate offense. The following fines for each separate offense shall be imposed:

   First Violation: Five hundred dollars ($500.00)
   Second Violation: One thousand dollars ($1,000.00)
   Subsequent Violation(s): One thousand dollars ($1,000.00)

   Any person who violates this Resolution may be issued a penalty assessment notice, in the form of a summons and complaint, directing the offender to either pay the fine to the County Treasurer of Gunnison County, Colorado within twenty (20) days of the penalty assessment notice or answer to the charge before the Gunnison County Court, at the County Courthouse located at 200 E. Virginia Avenue, Gunnison, Colorado, on the date and time specified in the penalty assessment notice.

10. If any section, subsection, clause or sentence of this Resolution is adjudged by a court of competent jurisdiction to be invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid or unenforceable provision.

11. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2021 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 22nd day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes.

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: August 3, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft of the 8/3/2021 BOCC regular meeting minutes are attached for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig **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: 9/3/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

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

Agenda Date: 9/7/2021

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 3, 2021

The August 3, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner
Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

PUBLIC HEARING; CHANGE OF OWNERSHIP; LIQUOR LICENSE TRANSFER; ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT: Gunnison County Clerk and Recorder Kathy Simillion was present to answer any questions.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:31.
2.
3. Public Notice Confirmation. County Clerk Kathy Simillion confirmed that the Public Hearing had been properly public noticed.

4. Identify Ex Parte Communications. There were no ex parte communications identified.

5. Staff Presentation. Chairperson Houck noted that the proper state and county officials had all reviewed and signed off on the transfer; County Clerk Kathy Simillion added that this license transfer only lacked the opportunity for public input or objection before being approved, and that she had received no public communication regarding this transfer application.

6. Applicant Presentation. The applicant was not present for the public hearing.

7. Board Questions. There were no questions from the Board members.

8. Public Comments. Chairperson Houck opened the Public Hearing to comments at 8:32 am. There were no public comments made, either in the room or via Zoom.

9. Acknowledge Correspondence Received. No additional correspondence was identified.

10. Applicant Response. The applicant was not present for the public hearing.

11. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:32 am.

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the change of ownership in the liquor license transfer as presented that morning. Motion carried unanimously.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith to adjourn the meeting of the Gunnison County Local Liquor Licensing Authority. Motion carried unanimously, and the meeting was adjourned at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:34 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve both the May 4th and the May 18th, 2021 minutes, as presented. Motion carried unanimously.

1. May 4, 2021 Regular Meeting
2. May 18, 2021 Regular Meeting

SCHEDULING: There were no additions or changes to the schedule. Chairperson Houck reminded the Board that the Mayors & Managers meeting hosted by the Library District on August 5th would be a split meeting, starting at the Old Miner restaurant from 12 noon to 1 pm, and then reconvening at the project site after that for a walk through. County Manager Matthew Birnie reminded them to bring appropriate shoes for the construction site.

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Signature; Agreement Between BOCC and Boeing; for Authorization of Flight-Testing Activities, Use of Helicopter Tether Test Pad, and Provision of Airport Rescue Fire Fighting (ARFF) and Other Airport Services; 7/27/2021 to 9/15/2021; use of tether test pad, $5,000; "Standby Station" ARFF Services, $200 per hour; Tether Pad Testing ARFF Services, $500 per hour
2. Grant Application Approval; Caring for Colorado; Gunnison County Juvenile Diversion Program; for the Family Advocacy and Support Team (FAST) Partnership; to convene multi-agency partners and provide family support services that increase parent and youth advocacy skills; $95,903
3. Grant Agreement; Caring for Colorado / Colorado Centennial Fund; Gunnison County Department of Health and Human Services for Gunnison County Vaccine Equity Effort; 7/23/2021 to 2/22/2022; $32,650
4. Grant Agreement; Community Foundation of the Gunnison Valley, 2021 Community Grants; Gunnison County Juvenile Services; for the Gunnison County Substance Abuse Prevention Project's Choice Pass Parent Education; 7/01/2021 to 5/01/2022; $2,375
5. Grant Application Approval; Daniel's Fund; Gunnison County Juvenile Serves; for Gunnison County Substance Abuse Prevention Project, Choice Pass; 12-months; $50,000
6. Letter of Support; Colorado River Water Conservation District; Crested Butte Land Trust Grant Application; funding for the Rozich Ditch Relief Culvert Installation and Headgate Replacement Project
7. Grant Agreement Approval; Region 10 League for Economic Assistance and Planning, Inc; Gunnison County Department of Health and Human Services; for a Senior Resource Office (SRO), Information and Assistance; 7/01/2021 to 6/30/2022; $53,000
8. Acknowledgment of County Manager Signature; Agreement for the Conveyance of a Reversionary Interest; City of Gunnison; "Old Nursing Home Parcel"

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion.

1. County Forest Payment Funds Distribution. CM Birnie explained that the County would be eligible this year for Forest funds, and because the budget this year could allow for it, he wanted to recommend that 100% of these funds – in the amount of $613,513 – be given to the school district, with a recommendation to have this go toward putting geothermal in the schools. CM Birnie asked the Board for a motion to approve the 100% allocation of Forest payment funds to the school district. It was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the full distribution of the County's current Title I forest payment funds to the Gunnison County School District. Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Closure Request, County Road #4; Temporary Road Use Agreement; Elk Run 5K; 7:00 am to 1:00 pm; 9/25/2021. DCM Crosby advised the Board, that relative to the expected number of participants for this year's Elk Run 5K event, she felt it would be best to close the road. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the County Road #4 Temporary Road Use Agreement for the Elk Run 5K. Motion carried unanimously.
2. Request to put Stream Gage on Erickson Springs Bridge; over Anthracite Creek on Kebler Pass. DCM Crosby introduced Mike Kohn from US Geographical Survey (USGS) – Colorado Water Science Center, as being present via Zoom to answer any questions, adding that Mike had been the one to come to her with the proposal to put a stream gage on the Erickson Springs Bridge. DCM Crosby then outlined that the County had gages on several bridges and also had a similar agreement for the County Rd #32 McCabe Lane installation. She further noted that the USGS would be putting gages on some of the Forest Service bridges as well, and the County would be able to gain good information from areas not yet collected from. Mike Kohn then added that they would be putting snow pack gages on Forest Service land above the Anthracite Creek gage, and from this they should be able to gather good information on the correlation between snow pack and stream flows. With the Board adding their support, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve the request for the stream gage to be placed on Erickson springs Bridge over Anthracite Creek, and to authorize the County Manager's signature on the document. Motion carried unanimously.

DISCUSSION; POTENTIAL HOUSING PROJECT IN THE CITY OF GUNNISON: Community and Economic Development Director Cathie Pagano and Facilities Director John Cattles were present for discussion. Chairperson Houck introduced the item by noting the opportunity for housing which has been a priority for Gunnison County for quite a while. Facilities Director John Cattles then outlined that after a review of county-owned land, or land possibly available for county acquisition, they had narrowed the selection down to a very eligible piece of property for the next housing project. Staff had ranked the potential for housing based on access to utilities, zoning, what could be done more quickly vs. what would take more planning and development time. The area they concluded would best meet this criteria was the property where the carnival has been held every year, just west of the Fairgrounds. The area would allow for a maximum of 40-42 units at its maximum density based on the zoning. A landscape architect was also hired to help answer whether the loss of this area could be negated by other areas re-allocated within the

Fairground lands, and they were presently working on this answer with Cattleman's Days Committee, 4-H, Roping Club, Extension Service and other Fairground committees all collaborating in the design process.

Facilities Director Cattles asked the Board for direction in the project. He expressed that the next step would be creating the Request for Proposal (RFP); they would want the RFP to be fairly open, in order to see what creative solutions might be offered in the process. Timing also would be faster than usual, but they wanted to proceed with minimum impact on the Fairgrounds, probably starting after next year's Cattleman's Days.

After several minutes of exploring various options and strategies to accomplish affordable housing for the project, Chairperson Houck then **moved** that the Board would direct staff to pursue this housing opportunity adjacent to the Fairgrounds on county-owned property, giving authority to County Manager Matthew Birnie to execute documents, RFPs and contracts related to getting the development moving forward. Commissioner Smith seconded, reiterating the Board's ongoing support of the Fairgrounds and investment in their future as well. The motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LOTS 8 AND 9, TOMICHI CREEK SUBDIVISION; STEVE AND LA SAL MILLER: Presented by Community and Economic Development's Administrative Services Manager, Beth Baker. She outlined to the Board that the owners of these two lots, Steve and La Sal Miller, were asking to change the boundary lines for the lots, so that a pre-existing shed and house were together on one lot 9, rather than the shed being on lot 8. Administrative Services Manager Baker explained this was a reasonable, functional-type of request and it met all the criteria and requirements. With no questions from the Board, it was **moved** by Chairperson Houck to approve the boundary line adjustment pf lots 8 and 9 in Tomichi Creek Subdivision, as presented, and to authorize the Chair's signature on the plat. Commissioner Mason seconded, and the motion carried unanimously.

PERMIT EXTENSION AND POSSIBLE RESOLUTION; RIVERLAND REMEDIES, 80 BUCKLEY DR, RIVERLAND INDUSTRIAL PARK; FOR MARIJUANA CULTIVATION LICENSE EXTENSION: Presented by Community and Economic Development's Administrative Services Manager, Beth Baker, who explained that Riverland Remedies inadvertently let their permit expire, possibly because the State's permits expire every year, but the County's were once every 3 years. She stated that if the County permit expires, then the State would shut them down until the County permit could be obtained. Therefore, she was asking for this permit extension to prevent their shut-down, noting that the owners do have the renewal in process and they were in good standing with the County, Sheriff's Office, Crested Butte Fire District and their Homeowner's Association. County Attorney Matt Hoyt then recommended that they could have an extension in the form of a resolution, suggesting that they might want to modify policy to allow for a procedure to grant extensions in future situations.

Rob VanAernem and Rob Carney, owners of Riverland Remedies, were also present via Zoom. They confirmed that the 3-year permit allowed them to overlook the timing for renewal. They discovered it had gone over when they went to renew the State permit.

Chairperson Houck noted the fact Riverland Remedies was in good standing with the County and the various area authorities, emphasizing that this was a very important factor. Solutions for changing overall future processes were discussed by the Board, as well.

For this single issue, it was then **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve Resolution No. 2021-22, A Resolution Granting Request for Administrative Continuance of the Marijuana Cultivation License Renewal Process for Riverland Remedies, LLC as present that morning, and to authorize the Board's signatures on the resolution.

DISCUSSION; LETTER OF SUPPORT TO THE COLORADO FOREST LEGACY PROGRAM (FLP); TRUST FOR PUBLIC LAND; PRESERVATION OF HIGHER GROUND RANCH PROPERTY: Chairperson Houck introduced the discussion by noting that the Board has a long-standing commitment to land preservation, as does Chaffee County Commissioner Greg Felt, who initially reached out to the Board to apprise them of this conservation opportunity. Commissioners Smith and Mason both added their support to the letter, adding that they saw no down sides to support this endeavor for preservation. Commissioner Smith also offered to develop the support letter. It was then **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the letter of support to Colorado Forest Legacy Program Trust for Public Land in the preservation of the Higher Ground Ranch property, which is partially located in Gunnison County. Motion carried unanimously.

APPOINTMENT TO GUNNISON BASIN SAGE-GROUSE STRATEGIC COMMITTEE: Chairperson Houck introduced this appointment by explaining to those in the room or via Zoom that he will be, for the next few years, working on the Technical Working Group of the Wolf Reintroduction Committee. This working group meets on the third Wednesdays of the month, in conflict with the meetings of the Gunnison Basin Sage-grouse Strategic Committee. As a result, Commissioner Smith had volunteered to take his place as a voting member on the Sage-grouse Strategic Committee, with Chairperson Houck then taking over the alternate role, per Commissioner Mason's full approval.

It was then **moved** by Chairperson Houck to change the County's appointments to the Gunnison Basin Sage-grouse Strategic Committee, making the regular voting member Commissioner Smith and the alternate member Commissioner Houck. Commissioner Smith seconded the motion. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Smith:

1. Early Childhood Council was awarded the Workforce Innovation Grant. Commissioner Smith explained that first meetings were now being held to develop strategies and an action plan.
2. Beginning introduction to Gunnison Basin Sage-grouse Committee. Commissioner Smith met with Greg Peterson last week, and he had been able to go over the committee, talk about Sage-grouse, and suggest additional reading materials for her introduction into the preservation of the Sage-grouse.
3. Attended second Whetstone site walk-through. Commissioner Smith noted she had not been able to attend the first, but noted that on this second site walk, there had been good questions put forward by the attendees, and so far, the introduction process seemed to be working well.
4. Visited beetle-kill project sites with CSU and Forest Service. Last week, Commissioner Smith was able to see some of the beetle kill and fire mitigation projects going on, and she noted that she found this very educational and helpful in understanding how they managed these projects in the climate the area was currently dealing with.
5. Met with a friend who works for a hipcamp. Commissioner Smith explained a hipcamp as a place where private owners rent out camp sites on their properties, and these are run like Airbnbs. Currently, a group of these owners are interested in working with Chaffee and Gunnison Counties to decide what policies are good for this and looking at future licensure. Commissioner Smith just wanted to keep the Board informed of this new development and possible policy creation. Chairperson Houck noted that there is a policy for camping on private property and it accommodates sanitation, etc. He believed that these landowners would be subject to policy and Land Use Regulations already in place, and that if they are charging for hipcamp locations on their land, they would be subject to taxes. Commissioner Smith revealed that these camps were currently being operated without any regulations, but she believed that this would be a trend shift which travelers would be looking for in the future – to pay for a assured, secure area, rather than go and find all the choice locations taken on public forest lands.

Commissioner Mason:

1. Attended a Region 10 meeting last week. Commissioner Mason noted that he had been told the internet connection over Cottonwood should be complete by the end of September this year, and understand that it would be the fall. He had let the board members of Region 10 know that the Town of Pitkin also wished to start adding internet to their community, and a meeting was taking place that day to talk with some of the residents and the mayor to explore what options could be made available. Commissioner Mason mentioned Visionary Broadband as one of the options which was working in Lake City and Marble.
2. Attended the Gunnison Regional Housing Authority board meeting. Commissioner Mason noted that the county's representative, Scott Cox, resigned and they would need to choose a new member. Also, Commissioner Mason attended a special meeting of the Housing Authority Board on Monday August 2nd, to deal with an issue regarding an injunction filed against the Housing Authority Director, Jennifer Kermode, to cease and desist from all activities involving brokering new transactions. At the meeting, the board unanimously voted to defend what they felt does not fall under the Division of Real Estate's control over what Jennifer does. The board concluded that there were existing exemptions which they believe Jennifer's actions fall within. The County is not part of the litigation, but County Attorney Matt Hoyt also noted that he was surprised to see this litigation, because the statutory process for licensing real estate agents contains an express exemption for public officials engaged in the performance of their public duties. He felt that Jennifer had quite a good argument for this. Commissioner Mason also noted that the 2-3% fee charged for her services goes directly into the general housing fund, and not to her salary.

Commissioner Houck:

1. Attended the Fairgrounds housing meeting. Very productive meeting, trying to find solution together with a strong sense of community.
2. Working with Elizabeth Lawrence, commissioner from Summit County. Chairperson Houck said he is working on a strategy where the LMD tax might be permissive to use a percentage to go towards a housing fund with a sunset clause.
3. Met with Gunnison Public Lands Initiative (GPLI) and staff in preparation for a meeting with Senator Bennett's office.
4. Met with staff from Congresswoman Boebert's office. Chairperson Houck shared some of the issues that he felt the Congresswoman need to lean into. He also reiterated an invitation meet here in Gunnison County with informed constituents and the Board.
5. Attended GMUG Forest Plan revision meeting with representatives from the counties involved. Chairperson Houck informed the Board that they would be seeing more modules and drafts to review.
6. Attended the Wolf Reintroduction open-house at Western Colorado University. Very well attended. Chairperson Houck noted insightful, difficult, meaningful questions were presented by Gunnison County attendees.

RECESS: Chairperson Houck recessed the regular meeting at 10:01 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(e)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO THE MT. EMMONS/RED LADY MINE, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(b) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE MT. EMMONS/RED LADY MINE: Commissioner Houck then **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine. The participants in the Executive Session were the full Board of County Commissioners, County Manager Matthew Birnie, Deputy County Manager Marlene Crosby, and County Attorney Matthew Hoyt. No contemporaneous record of the meeting would be kept. Commissioner Smith seconded the motion, and the motion was carried unanimously.

The Board went into executive session at 10:06 a.m. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I) and §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 10:56 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck, on behalf of the Board, then directed Gunnison County Attorney Matthew Hoyt and the staff of the Gunnison County Attorney's Office to continue negotiations pursuant to the 2016 and 2021 Memorandum of Understanding documents which were established around the subject.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 10:56 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021 – 22

A RESOLUTION GRANTING REQUEST FOR ADMINISTRATIVE CONTINUANCE OF
THE MARIJUANA CULTIVATION LICENSE RENEWAL PROCESS FOR RIVERLAND REMEDIES, LLC

WHEREAS, pursuant to CRS § 44-10-201 *et seq.* and other Colorado law, the Gunnison County Board of County Commissioners enacted Resolution No. 2014-18, A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing and Testing Facilities ("Regulations");

WHEREAS on June 19, 2018, Gunnison County, pursuant to the Regulations; issued to Riverland Remedies, LLC, located at 80 Buckley Drive, Riverland Industrial Park, Gunnison County, Colorado ("Riverland Remedies"), a Conditional Marijuana Facility License for marijuana cultivation ("License");

WHEREAS, per the express terms of the License and Sections 3-109 and 4-101(A) of the Regulations, the License was valid for three years from the date of its approval, or until June 19, 2021;

WHEREAS, Section 4-101(B) of the Regulations required Riverland Remedies to submit its renewal application, along with all renewal and operation fees, at least 45 days before June 19, 2021;

WHEREAS, due to inadvertence, Riverland Remedies failed to submit its renewal application before the aforementioned deadline;

WHEREAS, Riverland Remedies has since engaged in efforts to correct its mistake and has now submitted an application under Section 4 of the Regulations, which remains pending and under review by the County;

WHEREAS, according to information available to the County, Riverland Remedies remains in good standing with Gunnison County, the Gunnison County Sheriff's Department, the Crested Butte Fire Protection District and the Riverland Property Owners' Association;

WHEREAS, because Riverland Remedies' application was untimely under Section 4 of the Regulations, both the licensee and the County require additional time to complete the process set forth for renewal of licenses as provided in Section 4 of the Regulations;

WHEREAS, Riverland Remedies has requested an administrative continuance of the Section 4 process in order to provide it and the County sufficient time to process its renewal application; and

WHEREAS, it is within the authority of the Board of County Commissioners, under the powers granted to it under Colorado law, to grant Riverland Remedies' request;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby FINDS Riverland Remedies' request well taken and is hereby GRANTED. The deadline to complete the Section 4 process as to Riverland Remedies' renewal application is hereby administratively continued until October 1, 2021.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes.

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

September 7, 2021 – October 19, 2021

As of 9/03/2021

Board of County Commissioners

1. **Planning Commission: Joint Public Hearing (cont'd)**
   September 3, 2021, 9:00 AM @ Planning Commission Room
   Continued Join Public Hearing: Dos Rios Village Townhomes
   More Details

2. **BOCC Regular Meeting**
   September 7, 2021, All Day @ BOCC Boardroom
   More Details

3. **Mayors & Managers Meeting - Hosted by Gunnison School District**
   September 9, 2021, 12:00 PM - 1:30 PM
   More Details

4. **BOCC Work Session**
   September 14, 2021, All Day @ BOCC Boardroom
   More Details

5. **BOCC Regular Meeting**
   September 21, 2021, All Day @ BOCC Boardroom
   More Details

6. **BOCC Work Session**
   September 28, 2021, All Day @ BOCC Boardroom
   More Details

7. **BOCC Regular Meeting**
   October 5, 2021, All Day @ BOCC Boardroom
   More Details

8. **Mayors & Managers Meeting - Hosted by Gunnison County**
   October 7, 2021, 12:00 PM - 1:30 PM
   More Details

9. **BOCC Work Session**
   October 12, 2021, All Day @ BOCC Boardroom
   More Details

10. **BOCC Special Meeting - Budget Presentation**
    October 15, 2021, All Day @ BOCC Boardroom
    More Details

11. **BOCC Regular Meeting**
    October 19, 2021, All Day @ BOCC Boardroom
    More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   October 19, 2021, All Day @ BOCC Board Room
   More Details

Gunnison County Organization

1. **Holiday – Labor Day – Offices Closed**
   September 6, 2021, All Day
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Gunnison County and t

Action Requested:

Parties to the Agreement:

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

Summary:

The purpose of this MOU is to document the cooperation between the parties to establish coordination opportunities in a land exchange between MEMC and the U.S. Forest Service in accordance with the following provisions.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: Discharge Date: 8/12/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/13/2021

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

Agenda Date: 9/7/2021

Revised April 2015

FS Agreement No. 21-MU-11020400-061

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
County of Gunnison

And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Gunnison, Colorado, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre & Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service."

Background: The Mt. Emmons Mining Company (MEMC) acquired the Mt Emmons mine also known as the Keystone Mine near Crested Butte, Colorado, in 2016 and since then has evaluated the mine reclamation, water treatment plant and other mine facilities and established a dialogue with the community to determine the best future scenario for mine reclamation, water treatment, and recreational access.

In furtherance of this objective, MEMC has entered into a Memorandum of Understanding in 2016 ("2016 MOU") with the Town of Crested Butte ("Town"), County, the Colorado Department of Public Health and the Environment, its Water Quality Control Division and Air Pollution Control Division, and Colorado Department of Natural Resources, its Division of Reclamation Mining. The goals of the 2016 MOU include, in addition to mine reclamation and water quality protection and other matters, pursuing the disposition of the mining and mill site claims and fee simple lands at the Keystone Mine in a mutually beneficial manner.

MEMC and the Town and County also have entered into an MOU that includes a process for addressing the withdrawal of lands from location and entry under federal mining laws and the imposition of conservation easements ("2021 MOU") to prevent mining.

The County has had interest in potential operations of the mine since the mine's inception especially regarding compliance with land use and related rules and regulations and potential adverse effects on nearby creeks, hauling of trucks and heavy equipment on county roads, and socio-economic challenges such as housing, school capacity and potential conflicts with the popular year-round outdoor public recreation activities and opportunities. Further, the County has certain land use jurisdiction over the lands associated with the Keystone Mine site.

While MEMC owns the molybdenum ore body and land above, National Forest System (NFS) land is occupied by the water treatment plant, some of the mine's road network, and other mine infrastructure, mined land reclamation and water treatment. Some of this infrastructure will occupy NFS land in perpetuity. By occupying NFS land, this infrastructure establishes a liability held by the United States should there be certain environmental or other unforeseen problems. Also, the U.S. Forest Service has shared responsibilities with the State of Colorado for mined land reclamation and water treatment, which leads to oversight inefficiencies for both the U.S. Forest Service and the State of Colorado.

Title: Mt. Emmons Land Exchange

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish coordination opportunities in a land exchange between MEMC and the U.S. Forest Service in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The benefits of a land exchange to the County include MEMC's ability to more expeditiously and efficiently manage its mine infrastructure, have all mined land reclamation and water treatment oversight under coordinated State, County and Town jurisdiction (where applicable and appropriate), and provide MEMC the opportunity to meet certain corporate and community goals to end mining on Mt. Emmons, maintain water quality protection, and provide legal recreational access to the public, all consistent with federal, state and local water quality and land use laws and regulations.

The benefits of a land exchange to the U.S. Forest Service include disposal of NFS lands encumbered by permanent improvements associated with the Mt. Emmons mine, consolidate any potential for site liability with MEMC, which is the principal responsible party as defined by CERCLA, and use this opportunity to acquire private lands that are a priority to the agency and community.

The mutual benefits and interest include addressing community needs and goals regarding mining, mined land reclamation, water treatment and recreational access; and consolidating oversight responsibilities under the State of Colorado, its political subdivisions and municipal authorities (where applicable and appropriate).

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

A. Designate one person each as its official cooperating agency designee.

B. As appropriate and practical, attend progress meetings and participate in other meetings and conference calls with the U.S. Forest Service, contractors, and other cooperating agencies.

C. Assist in the NEPA analysis at the earliest possible time.

D. Contribute staff support and other resources at the U.S. Forest Service's request to enhance the NEPA team's interdisciplinary capability.

E. Provide information to the U.S. Forest Service to which the County has access regarding baseline conditions affected by alternative actions.

F. Provide information and data to which the County has access for inclusion in pre-decisional drafts of studies and reports.

G. Be available to discuss with the U.S. Forest Service any documents or analyses provided by the County.

H. Promptly review and comment on draft studies and reports by others prior to inclusion in any U.S. Forest Service NEPA documents.

I. Help develop the public participation plan and assist the agency in identifying and reaching key constituencies.

J. Participate in the scoping process, which helps define and form the issues to be addressed in the NEPA documents.

K. Provide information and prepare environmental analyses (upon request of the U.S. Forest Service) for portions of the Categorical Exclusion over which the cooperating agency has special expertise.

L. Rely on their own funds to support their participation in the project.

IV. THE U.S. FOREST SERVICE SHALL:

A. Designate one person as its official agency designee.

B. Provide to the County for review and comment drafts of models, studies, and reports pertaining to areas in which the County has expertise before they are finalized.

C. Provide to the County courtesy copies of reports for which draft review may not be appropriate, e.g., cultural resource report to be provided to the State Historic Preservation Office.

D. Recognize that public access to the MOU or agreements of record (see V.M. below) may also implicate and be governed by the Colorado Open Records Act (CORA).

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. The U.S. Forest Service anticipates the NEPA analysis can be documented using a Categorical Exclusion (CE) as it fits within one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 Section 31.1, Categories of Actions for Which a Project or Case File and Decision Memo Are Not Required, and is described: *Category 7 – "Sale or exchange of land or interest in land and resources where resulting land uses remain essentially the same" (36 CFR 220.6(d)(7)).* An extraordinary circumstances checklist will be executed and included in the Feasibility Analysis. This checklist will be prepared by the project manager to determine if the proposed action warrants further analysis and documentation in an EA or EIS. Forest resource specialists will be contacted as needed. Project analysis and documentation must support the determination there are no extraordinary circumstances for a CE to be used (see FSH 1909.15 Ch. 30). A Decision Memo while not required will likely be prepared. For the avoidance of doubt, the County takes no position on whether the land exchange qualifies for a CE.

B. All parties understand none of the parties will release any pre-decisional documents to the public or other parties unless mutually agreed to by the parties or required through the Freedom of Information Act or comparable process, or through the parties' dissemination of material as an approved part of the NEPA process. The U.S. Forest Service considers all pre-decisional draft documents not subject to disclosure under the Freedom of Information Act.

C. The U.S. Forest Service retains sole decision-making authority for the lands and resources it administers.

D. The County retains its authority to make decisions on issues over which it has legal jurisdiction.

E. The U.S. Forest Service develops the decision document.

F. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Matthew Hoyt Address: 200 E. Virginia Avenue City, State, Zip: Gunnison, CO 81230 Telephone: (970) 641-7608 FAX: (970) 641-7696 Email: mhoyt@gunnisoncounty.org	Name: Donita Bishop Address: 200 E. Virginia Avenue City, State, Zip: Gunnison, CO 81230 Telephone: (970) 641-5300 FAX: (970) 641-7696 Email: dbishop@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Matthew McCombs Address: 216 N. Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: (970) 641-0471 Email: matthew.mccombs@usda.gov	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6606 Email: merna.fehlmann@usda.gov

G. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the County has expended in violation of sections 433 and 434.

H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the County, at the County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

I. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

J. ENDORSEMENT. Any of the County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities and does not by direct reference or implication convey the County's endorsement of the U.S. Forest Service's products or activities.

K. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

P. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 31, 2026 at which time it will expire.

S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

JONATHAN HOUCK, Chairperson Date
Board of County Commissioners
Gunnison County, Colorado

CHAD STEWART, Forest Supervisor Date
U.S. Forest Service, Grand Mesa, Uncompahgre &
Gunnison National Forests

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; CDOT

Action Requested: County Manager Signature

Parties to the Agreement: State of Colorado - Gunnison County

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

Summary:

grant signature required/ tp be on consent agenda as Acknowledgment of CM signature

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 8/19/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/23/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	**Agreement Number/PO Number** 22-HTS-ZL-00380/491002692
Subrecipient GUNNISON COUNTY	**Agreement Performance Beginning Date** The later of the Effective Date or October 01, 2021
	Initial Agreement Expiration Date September 30, 2022
Subaward Agreement Amount Current Agreement Encumbered Total $95,000.00	**Fund Expenditure End Date** September 30, 2022
	Agreement Authority Authority to enter into this Agreement exists in CRS §§24-42-101, 24-42-103, 43-1-104, 43-1-106, 43-1-110, 43-5-401, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC Chapter 4.

Agreement Purpose

NHTSA Grant funds awarded to agencies, organizations, and tribal governments within the State of Colorado that provide programs, projects, services, and strategies that are intended to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Additional Program Requirements.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions, and Exhibit D – Additional Program Requirements.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A **–** Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Lynn Holly
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
lynn.holly@state.co.us

For Subrecipient:
Matthew Birnie
GUNNISON COUNTY
200 EAST VIRGINIA AVENUE
GUNNISON, CO 81230
mbirnie@gunnisoncounty.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT GUNNISON COUNTY DocuSigned by: Matthew Birnie DF57D9FBAE8C463... Matthew Birnie By: Print Name of Authorized Individual Date: 8/24/2021	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by: 63C1F827D40E4B3... By: Stephen P. Harelson, P.E., Chief Engineer Date: 8/24/2021
2nd State or Subrecipient Signature if needed By: Print Name of Authorized Individual Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General N/A By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jovi Copeland
BDA801C5CFAC478...
By: Department of Transportation

Effective Date: 8/24/2021

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

TABLE OF CONTENTS

1. PARTIES 3
2. TERM AND EFFECTIVE DATE 3
3. DEFINITIONS 4
4. STATEMENT OF WORK AND BUDGET 6
5. PAYMENTS TO SUBRECIPIENT 6
6. REPORTING - NOTIFICATION 8
7. SUBRECIPIENT RECORDS 9
8. CONFIDENTIAL INFORMATION - STATE RECORDS 10
9. CONFLICTS OF INTEREST 11
10. INSURANCE 11
11. BREACH OF AGREEMENT 13
12. REMEDIES 13
13. DISPUTE RESOLUTION 14
14. NOTICES and REPRESENTATIVES 14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 15
16. GENERAL PROVISIONS 15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 17

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§0**, or after the Fund Expenditure End Date.

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or more, or one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement 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 Agreement or modification extending the total term of this Agreement.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement 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 Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§0.**

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§**Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, 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, Subrecipient shall be subject to the rights and obligations set forth in **§0**.

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, 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 Subrecipient, or the appointment of a receiver or similar officer for Subrecipient 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 Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in Exhibit A.

E. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

H. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

I. "**End of Term Extension**" means the time period defined in **§0**.

J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "**Extension Term**" means the time period defined in **§0**.

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

N. "**Goods**" means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.

O. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

P. "**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 Records 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.

Q. "**Initial Term**" means the time period defined in **§0**.

R. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

S. "**NHTSA**" means National Highway Traffic Safety Administration.

T. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

U. "**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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

V. "**Recipient**" means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.

W. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII 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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Y. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

Z. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form.

BB. "**Subaward Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

CC. "**Subcontractor**" means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.

DD. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

GG. "**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, information, 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 Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. 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 Subrecipient 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 Subrecipient shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

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. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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 Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant 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 Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, 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 Agreement were terminated in the public interest as described in **§0**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

E. Reimbursement of Subrecipient Costs

i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in **§5.E.**, Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

G. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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 Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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 Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient'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 Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient 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 adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient 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 Agreement.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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 Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in **§9.C**. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient 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 Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

B. 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.

C. 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.

D. 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 Subrecipient and Subcontractors.

E. Primacy of Coverage

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

F. Cancellation

All 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 Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement 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, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, 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.

I. Certificates

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

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§**Error! Reference source not found. for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient 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 Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§**Error! Reference source not found.**,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement 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 of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient 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, Subrecipient 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 Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient 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 Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient'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 Agreement had been terminated in the public interest under **§0**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient 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:

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient 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 Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(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. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in **§**Error! Reference source not found. and the dispute resolution process in **§Error! Reference source not found.** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§0** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement 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 Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient 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 Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement 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 Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement 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 Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

D. Authority

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

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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 Agreement 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 Agreement 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement 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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement 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 Agreement.

K. 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 Subrecipient'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 Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. 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 Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

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

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

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

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

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

D. **INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient 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.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement 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 Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient'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 Agreement 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 Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient 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

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, 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] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(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 Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three 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 Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(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 Agreement.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County

Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)

WBS Element: 22NHTSA402.0313/DUNS NO.: 133115220

Description

This program will allow GCSAPP to address impaired driving, excessive alcohol and marijuana use and community norms favorable towards substance use in Gunnison County. This will be done through 1) social hosting ordinances, community education on the benefits of limiting consumption in public to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative, 2) collect and analyze community and HKCS data to understand our risk and protective factors, and 3) provide classroom-based drivers education programs focusing on impaired driving for youth in partnership with their parents.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

1. Educate the community about Gunnison County's Risk and Protective Factors and the benefits of limiting public consumption in order to reduce the extent to which alcohol use is seen by youth as socially acceptable or normative and decrease impaired driving. Evaluation measures include educational events for the community, sign-in sheets, pre- and post-survey results, and creation of hot spot mapping to highlight alcohol outlet density, DUI, violence and crime rate data.

2. Collect and analyze community and Healthy Kids Colorado survey data to understand risk and protective factors. Measurement will be data collection from community survey and HKCS surveys.

3. Provide classroom-based drivers education programs that focus messaging on impaired driving. Evaluation measurement will be effective messaging in media outlets that reach that population, class attendance and pass rates.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$8,421.60	Operating Expenses Totals:	$15,734.04
Hourly Employee Totals:	$45,636.00	Contractual Services Totals:	$5,760.00
Fringe Benefit Costs Totals:	$10,812.00	Travel Expenses Totals:	$0.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$86,363.64
Indirect Rate:	10.00%
Indirect Cost Totals:	$8,636.36
Budget Total:	$95,000.00

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Total
Director	Full-Time	$701.80	12.00	$8,421.60

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Translator	Straight Time Rate	$25.00	15.00	$375.00	12.00	$4,500.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Data Coordinator	Straight Time Rate	$28.00	50.00	$1,400.00	12.00	$16,800.00
Prevention Educator	Straight Time Rate	$26.00	78.00	$2,028.00	12.00	$24,336.00

Description	Total Monthly Fringe Costs	Number of Months	Total
20% of 53,122	$901.00	12.00	$10,812.00

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Total
GDL/Driver's Education materials	Cost per Unit	$123.00	12.00	$1,476.00
Community survey	Monthly Cost	$600.00	2.00	$1,200.00
copies	Monthly Cost	$100.67	12.00	$1,208.04
Rent	Monthly Cost	$300.00	12.00	$3,600.00
marketing/social media	Monthly Cost	$150.00	12.00	$1,800.00
1.5 computer	Monthly Cost	$450.00	12.00	$5,400.00
phone $60/ cell $115 land line (CDOT 50%)	Monthly Cost	$87.50	12.00	$1,050.00

Description	Monthly Miles	Number of Months	Cost per Mile	Total

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Total
Youth Advisor	24.00	12.00	$20.00	$5,760.00

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Total

Description	Number of Units	Cost Per Unit	Total

Description	Indirect Rate	Subtotal Before Indirect Costs	Total
Indirect 10% de minimus	10.00%	$86,363.64	$8,636.36

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) $0.00 Local Funds Local Match Amount (%) $0.00 Agreement Total $0.00	**Option Agreement Number** Insert CMS number or Other Contract Number of this Option
	Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year
	Current Agreement Expiration Date Month, Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Stephen P. Harelson, P.E., Chief Engineer Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Department of Transportation Option Letter Effective Date: _____

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.1.2. Award ***does not*** include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.1.2.3. Any award classified for security purposes; or

2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

2.1.2. "Contract" means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.

2.1.3. "Contractor" means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

2.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

2.1.10. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.12. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.13. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "Subrecipient Parent DUNS Number" means the sub recipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient's System for Award Management (SAM) profile, if applicable.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:

8.1.2.1. Subrecipient's DUNS Number as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

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

9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Contract," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

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

14. EXEMPTIONS

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

EXHIBIT D, ADDITONAL PROGRAM REQUIREMENTS

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.

11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.

12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.

14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.

15) Single Audit –All Non-Federal entities that expend $750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.

18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.

19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.

• Name of the entity receiving the award;
• Amount of the award;
• Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

• Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
• A unique identifier (DUNS);
• The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
(i) the entity in the preceding fiscal year received—
(I) 80 percent or more of its annual gross revenues in Federal awards; and
(II) $25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.

24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than $5,000 that is exempt from the need for a waiver.
The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

DocuSign Envelope ID: 172EFCC7-F0C7-46FF-8670-0E2B170AAEED

Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Annual Report Template: An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS's HSO Annual Report.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Modi

Action Requested: County Manager Signature

Parties to the Agreement: national association of county and city officals

Term Begins: 1/1/21 **Term Ends:** **Grant Contract #:** 2021-061007

Summary:

please sign this contract.

Fiscal Impact: 34875

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 8/25/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 8/26/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

Modification of Agreement

This Modification of Agreement ("Modification") is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and the following Contractor, hereinafter referred to as "Contractor:"

County of Gunnison	84-6000770
Contractor	Federal Tax ID Number
200 E Virginia Ave,	
Address	
Gunnison, CO 81230	(970) 641-7952
City, State and Zip	Phone

WHEREAS, the parties entered into Contract #2021-061007 on the 17th day of July, 2021 ("Agreement") and,

WHEREAS, the general purposes of the Agreement are unchanged; and

WHEREAS, both parties wish to make modifications to the Agreement, as described below;

THEREFORE, for the mutual consideration described in the Agreement, the parties agree to the modifications below through the signatures of the person(s) who have the authority to bind the parties to the changes in the Modification:

1. Term of Agreement: Article I, Section 2 of the Agreement is modified and shall continue in effect until November 30, 2021, unless earlier terminated in accordance with the terms herein. NACCHO and Contractor agree that the term of the Agreement may be extended to complete the project to November 30, 2021, provided that NACCHO receives an extension of the programmatic activities of the related CDC GRANT # 6 NU38OT000306-02-10, CFDA # 93.421 and subject to CDC's acceptance and approval for NACCHO to continue work with contractor, applicable guidance and federal rules and regulations. NACCHO has been approved through "Expanded Authority" to temporarily continue the program while waiting for the extension approval. Both parties agree, NACCHO will not be obligated to continue the program or to make any payments for work without CDC's extension approval to continue the program. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

2. Payment of Services: the updated payment schedule is as follows:

   Payment of Services: Article I: Special Provisions, Clause 3 of the Agreement is modified to amend payment by NACCHO to Contractor for services performed as follows:

Original Contract Amount	:	$22,573.00
Mod I Amount	:	$12,302.00
Invoice paid up to 7/31/2021	:	$0
Total Contract Award Amount:		**$34,875.00**
NEW available Contract Amount:		**$34,875.00**

Updated Invoice Schedule

Invoice No.	Amount	Due date	Deliverable
Invoice I	$14,658.00	February 26, 2021	As Stated in Attachment 1, deliverables for Application with TA need described, NACCHO's notes from site engagement, Attendance records documented by NACCHO Staff, Attendance records and notes documented by NACCHO Staff and/or TA provider(s)
Invoice II	$7,915.00	July 31, 2021	As Stated in Attachment 1, deliverables for Initial action plan, Interim progress report, Attendance records and notes documented by NACCHO staff and/or TA provider(s)
Invoice III	$12,302.00	December 31, 2021	As Stated in Attachment 1, deliverables for Attendance records and notes documented by NACCHO staff and/or TA provider(s), Project plan, attendance records and noted documented by NACCHO staff and/or TA providers, Final action plan, sustainability plan and progress report

3. Scope of Work: The Scope of Work attached hereto as Attachment I to the Modification is incorporated into the Agreement and made a part thereof.

4. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:		**CONTRACTOR:**	
By :	Jerome Chester Jerome Chester (Sep 2, 2021 20:15 EDT)	By :	
Name :	Jerome Chester	Name :	Matthew Birnie
Title :	Chief Financial Officer	Title :	Gunnison County Manager
Date :	Sep 2, 2021	Date :	8/30/2021

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
MODIFICATION OF AGREEMENT– ATTACHMENT I

SCOPE OF WORK

With the recent CDC approval, NACCHO intends to amend the current contract entitled "Building Workforce Capacity of Rural and Frontier Local Health Departments to Respond to Covid-19. The scope of work and timeline of the project have remained the same and through this modification NACCHO is extending the period of performance of the contract to November 30, 2021, to provide awardees with ample of time to complete the project.

Invoice Period	Submission Date	Activities	Deliverables	Amount
Invoice #1: POP: February 2021	Feb-21	Confirmation of site training and TA (TTA) needs information	Application with TA needs described; NACCHO's notes from site engagements	$8,794
	Feb-21	Attendance at virtual awardee program kick- off web call (all sites)	Attendance records documented by NACCHO staff	$2,932
	Feb-21	Participation in initial individual/subcohort TA session	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$2,932
			Invoice #1 due by 2/26/21:	**$14,658**
Invoice #2: POP: March 2021 to July 2021	Mar-21	Submission of initial project action plan	Initial action plan	$1,465
	14-May-21	Submission of interim progress report	Interim progress report	$2,932
	All site: March, May, July 2021	Participation in three (3) all-site peer and both (2) individual/subcohort TA sessions	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$3,518
	Indiv./ Subcohort; April, June 2021			
			Invoice #2 due by 7/31/21:	**$7,915**
Invoice #3: POP: August 2021 to Dec 2021	All site: Sept. 2021	Participation in one (1) all-site peer learning sessions, at least one (1) individual/subcohort TA session, and the project wrap-up call	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	$4,279
	Indiv./ Subcohort; August-October, 2021			
	Oct-21	Submission of draft project sustainability plan; participation in process and outcome assessment activities	Project plan; attendance records and noted documented by NACCHO staff and/or TA providers	$2,674

	Nov-21	Submission of final action plan, sustainability plan, and progress report	Final action plan, sustainability plan, and progress report	$5,349
			Invoice #3 due by 12/31/21:	**$12,302**

Gunnison Country Health & Human Services

INVOICE

Bill to:
SUBMITTED VIA DROPBOX/EMAIL
National Association of County and City Health Officials (NACCHO)
Attn: Finance
1201 Eye Street NW
4th Floor
Washington, DC 20005

Remit to:
Gunnison County
200 E. Virginia Ave
Gunnison, CO 81230

NACCHO Contract Number: 2021-061007

Invoice Submission Date: 7/6/21

Invoice Number: 1 & 2 Revised

Description	Amount
Electronically submitted all deliverables outlined in contract scope of work for payment # (1 & 2 per project guidelines): • **Invoice #1 Deliverables** ☒ Deliverable 1: Application with TA needs described; documented by NACCHO's notes from site engagements. ☒ Deliverable 2: Kick-off Call -Attendance records documented by NACCHO staff. ☒ Deliverable 3: Attendance records and notes documented by NACCHO staff and/or TA provider(s).	**Total Amount Due for Invoice #1 (refer to deliverable agreed SOW):** $14,658.00
• **Invoice #2 Deliverables (check appropriate boxes below)** ☐ Deliverable 1: Initial action plan. ☐ Deliverable 2: Interim progress report. ☒ Deliverable 3: Attendance records and notes documented by NACCHO staff and/or TA provider(s).	**Total Amount Due for Invoice #2 (refer to deliverable agreed SOW):** **$7,915.00**
Total Amount Owed:	**(Invoice #1 + #2** **$22,573.00**

NACCHO Contact Information
Please send invoice to the following NACCHO staff: Caitlyn Harper charper@naccho.org Rebecca Pyuzza rpyuzza@naccho.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Agreement; U.S. Departmentt of Transpo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: U.S. Department of Transportation and Gunnison County

Term Begins: 10/1/2021 **Term Ends:** **Grant Contract #:** SCASDP Grant

Summary:

The U.S. Department of Transportation awarded GUC for $600,000 to help expand current air service to Dallas/Fort Worth for the Summer service June - September.

Fiscal Impact: DOT Grant Award: $600,000; Local Share (RTA): $600,000

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Scott Truex told Finance about this. The matching funds will come from the RTA, no County funds.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 8/25/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 8/24/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

GRANT AWARD AND AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION AND GUNNISON COUNTY, ACTING FOR THE COMMUNITY OF GUNNISON, COLORADO UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

CFDA 20.930 FAIN: 69A34519400040027
DOCKET #: DOT-OST-2020-0231-0027

WHEREAS, Gunnison County (the Sponsor), on behalf of the community of Gunnison, Colorado, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to $600,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be $600,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **September 10, 2021**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before **September 10, 2021**, DOT may unilaterally terminate this Grant Agreement.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of $750,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.326 (Procurement Standards), as implemented and modified by 2 CFR 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on ninety (90) days' prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
    a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
    b. The Sponsor fails to provide any In-Kind Contributions that are provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
    c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement; or
    d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on thirty (30) days' prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on thirty (30) days' prior written notice, the Sponsor may request termination of this Grant Agreement.

4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 8, 2027**. **NOTE**: The three-year limitation set forth in Title 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.
5. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with the Department, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(d)(2), such request must include a description of the supporting reasons for the extension. **NOTE**: Access to remaining federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, the Department will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: Gunnison County, designated by the community of Gunnison, Colorado, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

   Sponsor Contact:
   Name: Richard Lamport
   Title: Airport Manager
   Company: Gunnison County
   Address: 519 Rio Grande Ave.
   Gunnison, CO 81230-2248

   Phone: (970) 642-7388
   Email: rlamport@gunnisoncounty.org

   DUNS Number: 133115220
   TIN Number: 84-6000770

2. Scope of the Grant Project

Grant Project: Minimum revenue guarantee (MRG) and associated marketing program to expand current air service to Dallas/Fort Worth to include Summer service. The MRG only includes flights from June - September.

3. Funding

a. Total Project Cash Costs: $1,200,000
Federal Share: $600,000
Local Share: $600,000

In-Kind Contribution: $625,000

b. Payment by DOT shall not exceed $**600,000** for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT**. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b above, and included in the Total Project Cash Costs set forth in Section C.3.a above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **50.00 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b above), subject to Section C.3.c, above, and Sections C.3.f and C.3.g, below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE**: Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Legal Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Sponsor may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of

payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.

f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.

Section C.3.g shall apply only if this box ☒ is checked.

g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee, subsidy, or financial incentive agreement between the Sponsor and air carrier(s), including the cost and revenue bases for the compensation required.

Section C.3.h shall apply only if this box ☒ is checked.

h. At the sole option of DOT, funding may terminate twelve (12) months after the Execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.

Section C.3.i shall apply only if this box ☒ is checked.

i. At the sole option of DOT, funding may terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.

Section C.3.j shall apply only if this box ☒ is checked.

j. At the sole option of DOT, funding under this Grant Agreement may terminate if no air service by an Air Carrier has commenced within twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

k. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the Air Carrier stops providing the agreed-upon service, DOT will only provide reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.

l. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
m. All requests for reimbursement must be made by the Grant Recipient within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
n. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
o. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports
   a. Grant Project reports, including progress on milestones as set forth in Section 4.b, below, shall be reported to DOT on a semi-annual basis, with reports due to DOT on April 15 and October 15 of each year that the Grant Agreement remains effective. **The first Grant Project report is due on April 15, 2022.**
   b. Project reports shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a above and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
   c. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

Section C.5.a shall apply only if this box ☐ is checked.

   a. Within three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used,

projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Section C.5.b shall apply only if this box ☒ is checked.

b. Within six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

c. The Sponsor shall, within fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.

d. The Sponsor shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) DOT Order 2021-7-13 in its entirety.

Grant Application: The complete document submitted in FY 2020 to FY 2021 DOT by the Community in Docket DOT-OST-2020-0231, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), Pub. L. No. 106-181, reauthorized by Vision 100—The Century in Aviation Reauthorization Act, Pub. L. No. 108-176, and the FAA Modernization and Reform Act of 2012, Pub. L. No. 112-95, as amended, and codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2021.

United States Department of Transportation

(SEAL)

_____

Brooke Chapman
Associate Director
Small Community Air Service Development Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2021.

Gunnison County

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

_____
Printed Name

_____
Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances**,** constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

_____	_____
Signature of Sponsor's Attorney	Date
_____	_____
Printed or Typed Name	Telephone

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "*The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Signature	Date
Title	
Grant Recipient	

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
Signature Date

_____
Title

_____
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grant recipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

_____ _____

Grant Recipient Signature Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

_____	_____
Name	Affiliation
_____	_____
Title	Date

OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

_____

Name

_____

Title

_____

Affiliation

_____

Date

Mr. Lamport,

Congratulations on being selected to receive a FY2019 SCASDP Grant. Attached is your FY2019 Grant Agreement. We look forward to working with you.

Please take the following steps to accept your Grant:

1. **Print 2 (two) copies** of the PDF Agreement (****Do Not Print Double Sided**)

2. **Review** your Grant Agreement for current and correct information. If needed, **request changes quickly**. Please ensure the Legal Sponsor (Person, Organization, DUNS/TIN…) is accurate. Email any changes to DOT (Brooke Chapman, Brooke.Chapman@dot.gov, 202-366-0577, and Vince Corsaro, Vince.Corsaro@dot.gov, 202-366-1842)

3. Sign both (2) copies (including the Grant Assurances) by close of business **September 10, 2021**.

A. **The Lower Tiered Certification is an advance copy and does not require signature now.** It is used when bringing on contractors to perform work under the Agreement. (such as a marketing firm)

4. **PDF and E-mail a signed copy** of the Grant Agreement to Brooke Chapman brooke.chapman@dot.gov and Vince Corsaro vince.corsaro@dot.gov no later than close of business on **September 10, 2021**. ****This return date is a firm date. Should you foresee problems obtaining the required signatures before September 10, 2021, please notify us immediately.****

5. **Express mail (use your provider: FedEx, UPS**…) **both (2) copies** with original signatures by close of business on September 10, 2021. There is no need for overnight delivery.

(DO Not Send via Regular Postal Service)
Address the Express mail to:
Brooke Chapman
Associate Director
Small Community Air Service Development Program
US DOT/Room W86-307
1200 New Jersey Ave., SE Washington,
DC 20590

DOT will sign the Agreements and email a PDF of the executed agreement. Wet signature Agreements will be returned via Express mail as quickly as possible, but we expect a short delay due to teleworking conditions.

****Very Important****
Please pay close attention to Section C. (Proposal Specific Conditions). The Scope of the Grant Project (C.2.) and the Funding (C.3.) are very important as they define the allowable

project and the methods for payment. We spend much time on this section to accurately and concisely describe the intended project. If your community believes DOT has omitted a key term, please request a change immediately. The following list comprises the key terms used the most to define projects and funding methods:

*Revenue Guarantee – An agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community.

*Marketing – promotion of air service to the public in compliance with 2 CFR 200.
a. Route-Specific marketing accompanies a revenue guarantee and provides for marketing for the route/destinations covered under this Grant Agreement.
b. General Airport – only allowable when the Grant Agreement includes general airport marketing and ordinarily covers marketing of the airport and existing routes.

*Recruitment – Air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service. Also includes travel costs to attend conferences aimed at gaining new air service.

*Start-up Cost Offsets – Offsetting expenses to assist an air service provider in setting up a new station and starting new service. (for example, ticket counter reconfiguration, signage etc., but not typically for the purchase of new equipment.)

*Fee Waivers – Waiver of airport fees, such as landing fees to encourage new air service, such as landing fees. (These expenses are counted as in -kind contributions only.)

*Study - Produces a final document for a community to use in their pursuit of air service, such as a leakage or feasibility study.

*Professional Services - Contracts with a firm to produce a product such as a marketing plan, study, or air carrier proposals, etc.

*Ground Handling – Reimbursement of expenses for passenger, cabin, and ramp (below the wing) services provided by a third-party ground handler.

We look forward to working with you.
Best,

Brooke
Brooke Chapman
Associate Director
Small Community Air Service Development Program
US DOT/Room W86-307
1200 New Jersey Ave., SE

Washington, DC 20590
(202) 366-0577
Vince Corsaro
U.S. Department of Transportation
Transportation Industry Analyst

Vince Corsaro
U.S. Department of Transportation
Transportation Industry Analyst
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Avenue, SE
Room 86-474
Washington, DC 20590
202-366-1842

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; the Bishop of Pueblo; Voter and S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Lease for the 2021 Coordinated Election Parish Hall, Crested Butte location

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 8/25/2021

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

Comments:

Appears legally sufficient, but to the extent requested we advise against duplicate originals, and recommend that the Board decline to sign more than one copy. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/27/2021 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 19th day of August, 2021, between the BISHOP OF PUEBLO, a corporation sole, whose address is 1001 North Grand Avenue, Pueblo, Colorado 81003 ("Lessor"), the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin Street, Gunnison, Colorado 81230.

WHEREAS, Lessor owns the real property known as Queen of All Saints Parish Hall located at 405 Sopris Avenue, Crested Butte, Colorado 81224, also known to be at the address of 405 Sopris Avenue, Crested Butte, Colorado 81224 ("Parish Hall"); and

WHEREAS, Lessor would like to support the Crested Butte community by leasing Parish Hall to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for the 2021 ~~Presidential Primary~~ Election, ~~the Primary Election, and the General Election; and~~ Coordinated is.

WHEREAS, Gunnison County desires to lease Parish Hall from Lessor, and Lessor desires to lease Parish Hall to Gunnison County; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Gunnison County do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases Parish Hall to Gunnison County as a VSPC for the 2021 the Coordinated Election, and use the same only as set forth in this Lease.

2. LEASE PERIOD.

This Lease shall be effective during 2021 on the following dates and times, unless otherwise terminated or extended under the terms of this Lease or mutual written agreement of the Lessor and Gunnison County:

**October 28, 2021 (Thursday) – Morning hours (set-up only)

**October 29, 2021 (Friday) – 9:00 a.m. – 5:00 a.m.

**October 30, 2021 (Saturday) – 9:00 a.m. – 1:00 p.m.

**November 1, 2021 (Monday) – 9:00 a.m. – 5:00 p.m.

**November 2, 2021 (ELECTION DAY) – 7:00 a.m. – 7:00 p.m.

3. LEASE IS NON-EXCLUSIVE.

Lessor expressly reserves the right to enter and use Parish Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor SIX HUNDRED DOLLARS AND NO/100 ($600.00) for the use of Parish Hall during the lease periods identified in paragraph 2 of this Lease. Said payment shall be payable to Lessor within thirty (30) days of execution of this Lease.

5. UTILITIES.

Lessor shall provide for utilities for heating, water, and electric for Parish Hall. Gunnison County shall be responsible for telephone, internet, and any and all other costs not identified herein that may be associated with Gunnison County's use of Parish Hall.

6. USE OF PROPERTY.

Gunnison County shall use Parish Hall exclusively and only for a VSPC for the 2021 Coordinated Election. Gunnison County agrees to conduct its uses of Parish Hall in an orderly manner. Gunnison County, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of Parish Hall. There shall be no alcohol allowed in Parish Hall.

7. OPERATIONS.

Gunnison County agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Gunnison County's business and use of Parish Hall.

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease, Lessor shall provide for the maintenance, repairs and necessary improvements to Parish Hall. Lessor shall provide weekly janitorial service to keep and maintain the hallways, restrooms and other areas in a neat, clean and sanitary condition. Gunnison County shall provide snow removal to remove snow from the exterior walkways and entrances to Parish Hall during the October/November period of this Lease. Gunnison County shall be responsible for the setting up and taking down of the

rooms (meaning setting of tables and chairs and any other equipment and putting the same away) at the end of each business day throughout the term of this Lease.

Gunnison County shall not modify, alter or reconstruct Parish Hall without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on, or about Parish Hall, including all fixtures temporarily affixed to Parish Hall, but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the term hereof or at its termination, to remove all such equipment. Gunnison County further agrees to repair or replace any damage caused to Parish Hall by Gunnison County's agents, invitees, guests, members of the public required to be in Parish Hall for Gunnison County's use purposes, and Gunnison County employees.

9. TAXES.

Lessor shall keep Parish Hall free and clear of all levies, liens and encumbrances, and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed related to Parish Hall.

10. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease notwithstanding anything herein to the contrary, in the event Parish Hall or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Parish Hall or improvements.

11. LIABILITY.

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

(a) Worker's Compensation Insurance in accordance with the laws of the State of Colorado and Federal law which adequately protects all labor employed by Gunnison County 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 Fifty Thousand and 0/100ths U.S. Dollars ($350,000.00); and for an injury to two (2) or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and 0/100ths U.S. Dollars ($990,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, personal property insurance coverage on any and all of Gunnison County's personal property in Parish Hall (i.e. Furniture, fixtures, computer equipment, etc.).

Gunnison County shall provide Lessor with copies of appropriate insurance policies, as nothing in this Lease, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

12. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of Parish Hall.

13. OWNERSHIP.

Parish Hall is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Gunnison County shall have no right, title, or interest therein or thereto.

14. DEFAULT.

Gunnison County shall be considered to be in default of this Lease upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease which failure continues for a period of more than thirty (30) days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

15. TERMINATION.

Either party shall have the right to terminate this Lease at any time, with or without cause, upon thirty (30) days prior written notice to the other.

16. NOTICES.

Service of all notices under this Lease shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Bishop of Pueblo 1001 North Grand Avenue Pueblo, CO 81003
Gunnison County:	Board of County Commissioners of the County of Gunnison, Colorado 200 East Virginia Avenue Gunnison, CO 81230
With Copy to:	Gunnison County Clerk & Recorder's Office Attention: Kathy Simillion 221 North Wisconsin Street Gunnison, CO 81230

17. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Gunnison County shall not (a) assign, transfer, pledge, or hypothecate this Lease, or any part thereof, or any interest therein, or (b) convey, sublet or lend Parish Hall or any part thereof.

18. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

19. SEVERABILITY.

In the event any term, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease, then at the option of such party, this Lease may be declared to be terminated.

20. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

21. 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.

22. ENTIRE AGREEMENT.

Lessor and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Gunnison County with the same formality as this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY CLERK AND RECORDER

By: Kathy Smillie

Kathy Simillion, Clerk and Recorder

ATTEST:

Deputy County Clerk

FOR THE BISHOP OF PUEBLO

By: _____

Father Andres Ayala-Santiago

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Acceptance Letter; Temple Hoyne Buell Founda

Action Requested: Other Sigs of BOCC Chair, CM, and L Athey

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:** #10952 Temple Hoyne Buell Fc

Summary:

Renewal $30,000 grant funding for ECC staff time and for quality improvement and access to childcare work in Gunnison and Hinsdale counties. No changes from past years of THB funding.

Fiscal Impact:

Submitted by: M. Bollig for L. Athey **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/2/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

BUELL FOUNDATION
Investing in Colorado's Future

August 30, 2021

Matthew Birnie, County Manager
Gunnison County Department of Health and Human Services
Re: Gunnison Hinsdale Early Childhood Council
220 N. Spruce Street
Gunnison, CO 81230

Re: Grant # 10952

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County that a grant has been approved in the amount of $30,000.00 for the Gunnison Hinsdale Early Childhood Council to be used as follows: $15,000 for infrastructure and systems building, $5,500 for workforce and professional development, $5,000 for quality improvement, and $4,500 for increased access to child care. Please reference the grant number in any correspondence related to this grant. *No administrative fees may be deducted from this grant by Gunnison County.*

This grant has been approved based upon the following terms and conditions:

1. Tax Exempt Status: The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the "Code"), or a governmental agency organized under the laws of the State of Colorado.

2. Expenditure of Funds: This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation's prior written approval. The grant period is *September 1, 2021* through *August 31, 2022*. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.

3. Records and Reports: You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than September 30, 2022, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.

4. Required Notification: You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization's tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.

5. Reasonable Access: You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return one copy of this letter ***with original (or electronic) authorized signatures*** to the Foundation within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Susan J. Steele
President & CEO

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x _____
Signature, Commissioner
Gunnison County

Printed Name: _____

Title: _____

Date: _____

x _____
Signature, County Manager
Gunnison County

Printed Name: _____

Title: _____

Date: _____

x _____
Signature, Coordinator
Gunnison Hinsdale Early Childhood Council

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Chair Signature; Intergovernmental

Action Requested: Other Ratification of Chair's Signature

Parties to the Agreement:

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

Summary:

From the State Dept of Health Care Policy and Financing - to support county human/social svc services to manage the workload at the end of the PHE

Fiscal Impact: $37,741.23

Submitted by: M. Bollig for Joni Reynolds **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Can be labeled as additional funds from the state, their allocation to the County. Money coming in mainly for overtime to eligible staff.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/2/2021

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

Comments:
Appears legally sufficient, assuming that HHS and Finance have confirmed that we carry the requisite insurance policies in the requisite amounts. MRH 9/1 315p

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

STATE OF COLORADO ITERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	**Contract Number** C22-170254
Contractor Gunnison County	**Contract Performance Beginning Date** July 1, 2021
Contract Maximum Amount One Term Enhanced: $37,147.90 One Term Non -Enhanced: $593.33 Total for All State Fiscal Years **$37,741.23**	**Initial Contract Expiration Date** June 30, 2022

Contract Purpose

The funding is to support county departments of human/social services to manage the workload at the end of the Public Health Emergency (PHE). Counties are required to review eligibility within six (6) months of the end of the PHE, dependent on guidance from the federal government. The funding supports county staff and associated costs to manage that workload.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates: Public Health Emergency (PHE): County Administration Allocation
3. Exhibit C – Sample Option Letter
4. Exhibit D – Enhanced Eligible Expenditures
5. Exhibit E – Non-Enhanced Eligible Expenditures

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A, Statement of Work.
4. Exhibit B, Rates: Public Health Emergency (PHE): County Administration Allocation
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:
Joshua Montoya
Department of Healthcare Policy and Financing
Policy, Communications & Administration Office
1570 Grant Street
Denver, Co 80203
Joshua.montoya@state.co.us

For Contractor:
Joni Reynolds
Gunnison County Department of Human Services
225 N Pine St
Suite A
Gunnison, CO 81230
jreynolds@gunnisoncounty.org

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR Jonathan Houck County Comissioner DocuSigned by: By: D9072877079D4CD... 8/31/2021 Date:	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by: By: 0B6A84797EA8493... 8/31/2021 Date:
	LEGAL REVIEW Phil Weiser, Attorney General By: N/A 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** DocuSigned by: By: BBE0F4C030DC45C... 9/1/2021 Effective Date:	

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

TABLE OF CONTENTS

COVER PAGE 1
SIGNATURE PAGE 2
1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. DEFINITIONS 3
4. STATEMENT OF WORK 5
5. PAYMENTS TO CONTRACTOR 6
6. REPORTING - NOTIFICATION 6
7. CONTRACTOR RECORDS 7
8. CONFIDENTIAL INFORMATION-STATE RECORDS 7
9. CONFLICTS OF INTEREST 8
10. INSURANCE 9
11. BREACH OF CONTRACT 11
12. REMEDIES 11
13. NOTICES AND REPRESENTATIVES 13
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 13
15. GENERAL PROVISIONS 14
16. ADDITIONAL GENERAL PROVISIONS… 17
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 20

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

a. Effective Date

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

b. Initial Term

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

c. Extension Terms - State's Option

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

d. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

e. End of Term Extension

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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

f. 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 **§14**. 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. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

b. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

c. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

d. "**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.

e. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

f. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

g. "**End of Term Extension**" means the time period defined in **§2.D**.

h. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

i. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

j. "**Extension Term**" means the time period defined in §**2.C**.

k. "**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."

l. "**Initial Term**" means the time period defined in **§2.B**.

m. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

n. "**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.

o. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

p. "**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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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.

q. "**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.

r. "**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.

s. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

t. "**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.

u. "**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.

v. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

w. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

x. "**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 Exhibit A. The State shall have no liability to compensate Contractor for the

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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 State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

b. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System and the necessary accounting codes as provided by the Department.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. 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). 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**.

6. 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 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

7. CONTRACTOR RECORDS

a. Maintenance

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

b. Inspection

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

c. Monitoring

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

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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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. 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.

e. 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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

b. Apparent Conflicts of Interest

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

c. Disclosure to the State

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

10. INSURANCE

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

a. Contractor Insurance

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

b. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

1. $1,000,000 each occurrence;
2. $1,000,000 general aggregate;

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

3. $1,000,000 products and completed operations aggregate; and
4. $50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

1. $1,000,000 each occurrence; and
2. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

1. $1,000,000 each occurrence; and
2. $1,000,000 general aggregate.

vi. Crime Insurance

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

1. $1,000,000 each occurrence; and
2. $1,000,000 general aggregate.

c. Additional Insured

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

d. Primacy of Coverage

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

e. Cancellation

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

f. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

g. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

a. State's Remedies

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

i. Termination for Breach

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

1. 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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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.

2. 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**.

3. 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:

1. 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.

2. 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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. 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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

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.

15. GENERAL PROVISIONS

a. Assignment

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

b. Subcontracts

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

c. Binding Effect

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

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

e. Captions and References

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

f. Counterparts

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

g. Entire Understanding

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

h. Digital Signatures

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

i. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

k. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

l. Survival of Certain Contract Terms

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

m. Taxes

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

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

o. Waiver

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

p. CORA Disclosure

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

q. Standard and Manner of Performance

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

r. Licenses, Permits, and Other Authorizations.

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

s. Indemnification

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

i. 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.

ii. 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**.

iii. 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.

16. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, “force majeure” means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A.

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17. 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.

t. 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.

u. 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

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

v. COMPLIANCE WITH LAW.

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

w. 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.

x. 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.

y. 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.

z. 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.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Business Interruption – Any event that disrupts Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

1.1.2. Child Health Plan Plus (CHP+) – Colorado's public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.

1.1.3. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.4. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.5. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.6. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

1.1.7. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.8. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.9. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.10. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.11. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.12. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

1.1.13. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.14. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.15. Locked-In Report - Members not disenrolled from the Colorado Medical Assistance Program due to changes in circumstances during the COVID 19 Public Health Emergency.

1.1.16. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.17. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.

1.1.18. Key Personnel – The position or positions that are specifically designated as such in this Contract.

1.1.19. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.20. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

1.1.21. Public Health Emergency (PHE) -The COVID 19 Public Health Emergency is defined and determined per Federal Government guidance.

1.1.22. Staffing Plan – Plan designed and approved to process cases on the Locked-In Report

2. PUBLIC HEALTH EMERGENCY (PHE) LOCKED-IN REPORT

2.1. The Public Health Emergency (PHE) is determined solely by the federal government. At the end of the PHE, an eligibility review will be required for all Medical Assistance (MA) members, some of which may be processed by the Colorado Benefits Management System (CBMS), while some will require processing by the Contractor.

2.2. Locked-In and Continuous Coverage

2.2.1. Due to federal provisions, a number of MA members are locked-in to coverage because of the PHE.

2.2.2. The Contractor shall complete an eligibility review on these members as the PHE is ended as communicated by the federal government.

2.2.2.1. The Department shall communicate additional guidance regarding the end of the PHE to the Contractor through the HCPF Memo Series.

2.2.3. Each Contractor’s current percentage share of locked-in members is available on the COVID Locked-In Report SharePoint site page, which the Contractor has access to.

2.2.3.1. The Department may provide additional data, if necessary, and the Contractor shall follow any guidance issued by the Department if additional data is provided.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

2.2.4. The Department will continue to update the Locked-in Report as additional members are locked into coverage before the end of the PHE.

2.3. PHE Funding Availability

2.3.1. The Contractor has been awarded an allocation from the BA-10 budget amendment that funds PHE-related activities and workload.

2.3.2. Each Contractor's allocation of enhanced funding is available in HCPF IM 21-031.

2.4. Staffing Plan and Approved Expenditures

2.4.1. The Contractor provided a detailed staffing plan following the OM21-036 guidance for approval by the Department to access the PHE funding.

2.4.2. The Contractor shall fully implement the Staffing Plan as approved by the Department and any additional information/clarification provided to and approved by the Department per HCPF OM 21-036.

2.4.3. The Contractor shall reach out to the Department within five (5) business days if the Staffing Plan that was approved has changed or requires update. The Contractor shall seek prior approval from the Department before implementing any changes to the Contractor's approved Staffing Plan.

2.4.4. The Contractor shall track all Medical Assistance expenditures related to the PHE.

2.5 Compensation

2.5.1 The Contractor will receive a reimbursement for eligible expenditures, not to exceed the maximum as specified in Exhibit B, Rates.

2.5.2 The Contractor shall code enhanced eligible expenditures funding to the appropriate CFMS Code M216.5405. see Exhibit D.

2.5.3 The Contractor shall code non-enhanced expenditures to the CFMS Code M215.5400, see Exhibit E.

2.5.4 The Contractor shall refer to HCPF Agency Letter15-006 for information on expenditures eligible for non-enhanced vs. enhanced funding.

2.5.5 The Department may review expenditures charged to the approved CFMS codes and may require any unapproved expenditure to be charged to regular operational funding streams through county administration.

2.5.6 There is no local share required by the Contractor for any approved expenditures under this agreement.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

EXHIBIT B, RATES

PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION

County	PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION ($)	
Gunnison County	Enhanced: $37,147.90	Non-enhanced: $593.33
Total		$37,741.23

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

EXHIBIT C, SAMPLE OPTION LETTER

OPTION LETTER

State Agency Department of Health Care Policy and Financing	**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** The later of the Effective Date or 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 the Contract rates.
E. Option to initiate next phase of the Contract.

2. Required Provisions

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date

a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

STATE OF COLORADO **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By:_____ Kim Bimestefer, Executive Director Date: _____	In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: _____ Option Effective Date:_____

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

EXHIBIT D, ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation Enhanced:	$12,798,255		
County	**Members Locked-In due to PHE**	**(%) of Total Locked-In**	**Allocation by (%) Locked - In**
ADAMS	48910	12.06%	$ 1,543,673.40
ALAMOSA	1947	0.48%	$ 61,450.26
ARAPAHOE	47969	11.83%	$ 1,513,974.02
ARCHULETA	1194	0.29%	$ 37,684.44
BACA	379	0.09%	$ 11,961.81
BENT	462	0.11%	$ 14,581.42
BOULDER	17702	4.37%	$ 558,701.83
BROOMFIELD	2444	0.60%	$ 77,136.33
CHAFFEE	1577	0.39%	$ 49,772.50
CHEYENNE	183	0.05%	$ 5,775.76
CLEAR CREEK	503	0.12%	$ 15,875.44
CONEJOS	1023	0.25%	$ 32,287.42
COSTILLA	507	0.13%	$ 16,001.69
CROWLEY	428	0.11%	$ 13,508.33
CUSTER	249	0.06%	$ 7,858.82
DELTA	3402	0.84%	$ 107,372.25
DENVER	56023	13.82%	$ 1,768,170.42
DOLORES	187	0.05%	$ 5,902.00
DOUGLAS	10424	2.57%	$ 328,997.17
EAGLE	3146	0.78%	$ 99,292.51
EL PASO	52861	13.04%	$ 1,668,372.92
ELBERT	1050	0.26%	$ 33,139.58
FREMONT	3905	0.96%	$ 123,247.69
GARFIELD	5146	1.27%	$ 162,415.53
GILPIN	368	0.09%	$ 11,614.64
GRAND	772	0.19%	$ 24,365.48
GUNNISON	1177	0.29%	$ 37,147.90
HINSDALE	40	0.01%	$ 1,262.46

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

HUERFANO	703	0.17%	$	22,187.74
JACKSON	101	0.02%	$	3,187.71
JEFFERSON	30962	7.64%	$	977,207.44
KIOWA	169	0.04%	$	5,333.90
KIT CARSON	732	0.18%	$	23,103.02
LA PLATA	3869	0.95%	$	122,111.48
LAKE	714	0.18%	$	22,534.92
LARIMER	20958	5.17%	$	661,466.10
LAS ANIMAS	1508	0.37%	$	47,594.76
LINCOLN	450	0.11%	$	14,202.68
LOGAN	1338	0.33%	$	42,229.30
MESA	13145	3.24%	$	414,876.04
MINERAL	62	0.02%	$	1,956.81
MOFFAT	1306	0.32%	$	41,219.33
MONTEZUMA	2838	0.70%	$	89,571.56
MONTROSE	4383	1.08%	$	138,334.09
MORGAN	3052	0.75%	$	96,325.73
OTERO	2032	0.50%	$	64,132.99
OURAY	266	0.07%	$	8,395.36
PARK	1074	0.26%	$	33,897.06
PHILLIPS	365	0.09%	$	11,519.95
PITKIN	656	0.16%	$	20,704.35
PROWERS	1383	0.34%	$	43,649.57
PUEBLO	16228	4.00%	$	512,180.17
RIO BLANCO	485	0.12%	$	15,307.33
RIO GRANDE	1380	0.34%	$	43,554.88
ROUTT	1319	0.33%	$	41,629.63
SAGUACHE	844	0.21%	$	26,637.91
SAN JUAN	80	0.02%	$	2,524.92
SAN MIGUEL	480	0.12%	$	15,149.52
SEDGWICK	182	0.04%	$	5,744.19
SUMMIT	1797	0.44%	$	56,716.03
TELLER	1752	0.43%	$	55,295.76
WASHINGTON	453	0.11%	$	14,297.36
WELD	23581	5.82%	$	744,251.94
YUMA	877	0.22%	$	27,679.44
Total	**405502**		**$**	**12,798,255.00**
Data Pull Date	**4/12/2021**			

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

EXHIBIT E, NON-ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation (Non-Enhanced):	$204,415		
County	**Members Locked-In due to PHE**	**(%) of Total Locked-In**	**Allocation by (%) Locked - In**
ADAMS	48910	12.06%	$ 24,655.70
ALAMOSA	1947	0.48%	$ 981.49
ARAPAHOE	47969	11.83%	$ 24,181.34
ARCHULETA	1194	0.29%	$ 601.90
BACA	379	0.09%	$ 191.06
BENT	462	0.11%	$ 232.90
BOULDER	17702	4.37%	$ 8,923.64
BROOMFIELD	2444	0.60%	$ 1,232.03
CHAFFEE	1577	0.39%	$ 794.97
CHEYENNE	183	0.05%	$ 92.25
CLEAR CREEK	503	0.12%	$ 253.56
CONEJOS	1023	0.25%	$ 515.70
COSTILLA	507	0.13%	$ 255.58
CROWLEY	428	0.11%	$ 215.76
CUSTER	249	0.06%	$ 125.52
DELTA	3402	0.84%	$ 1,714.96
DENVER	56023	13.82%	$ 28,241.39
DOLORES	187	0.05%	$ 94.27
DOUGLAS	10424	2.57%	$ 5,254.78
EAGLE	3146	0.78%	$ 1,585.91
EL PASO	52861	13.04%	$ 26,647.42
ELBERT	1050	0.26%	$ 529.31
FREMONT	3905	0.96%	$ 1,968.52
GARFIELD	5146	1.27%	$ 2,594.12
GILPIN	368	0.09%	$ 185.51
GRAND	772	0.19%	$ 389.17
GUNNISON	1177	0.29%	$ 593.33
HINSDALE	40	0.01%	$ 20.16

DocuSign Envelope ID: 384ED61E-1FC0-4BCF-9152-95E697E7A7B5

HUERFANO	703	0.17%	$	354.38
JACKSON	101	0.02%	$	50.91
JEFFERSON	30962	7.64%	$	15,608.05
KIOWA	169	0.04%	$	85.19
KIT CARSON	732	0.18%	$	369.00
LA PLATA	3869	0.95%	$	1,950.38
LAKE	714	0.18%	$	359.93
LARIMER	20958	5.17%	$	10,565.00
LAS ANIMAS	1508	0.37%	$	760.19
LINCOLN	450	0.11%	$	226.85
LOGAN	1338	0.33%	$	674.49
MESA	13145	3.24%	$	6,626.44
MINERAL	62	0.02%	$	31.25
MOFFAT	1306	0.32%	$	658.36
MONTEZUMA	2838	0.70%	$	1,430.65
MONTROSE	4383	1.08%	$	2,209.49
MORGAN	3052	0.75%	$	1,538.52
OTERO	2032	0.50%	$	1,024.34
OURAY	266	0.07%	$	134.09
PARK	1074	0.26%	$	541.41
PHILLIPS	365	0.09%	$	184.00
PITKIN	656	0.16%	$	330.69
PROWERS	1383	0.34%	$	697.18
PUEBLO	16228	4.00%	$	8,180.59
RIO BLANCO	485	0.12%	$	244.49
RIO GRANDE	1380	0.34%	$	695.66
ROUTT	1319	0.33%	$	664.91
SAGUACHE	844	0.21%	$	425.46
SAN JUAN	80	0.02%	$	40.33
SAN MIGUEL	480	0.12%	$	241.97
SEDGWICK	182	0.04%	$	91.75
SUMMIT	1797	0.44%	$	905.87
TELLER	1752	0.43%	$	883.19
WASHINGTON	453	0.11%	$	228.36
WELD	23581	5.82%	$	11,887.27
YUMA	877	0.22%	$	442.10
Total	**405502**		**$**	**204,415.00**
Data Pull Date	**4/12/2021**			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; Contr

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Contract for incentives - Health Care Policy and Financing - (HCPF) - Medicaid

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: 7/15/2021

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

Comments:
Amendment appears legally sufficient. CAO's advice is that signatory be updated to correctly identify Matthew as County Manager and not as a Gunnison Commissioner. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 8/31/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Original Contract Number** 2021CMIP026
Contractor Gunnison County	**Amendment Contract Number** 2021CMIP026A1
Current Contract Maximum Amount: Initial Term State Fiscal Year 2021 $18,509.67 Extension Terms State Fiscal Year 2022 $18,509.67 Total for All State Fiscal Years $37,019.34	**Contract Performance Beginning Date** July 1, 2021 **Current Contract Expiration Date** June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Matthew Birnie, County
~~Commissioner~~ Manager
Gunnison County

By: DocuSigned by: Matthew Birnie 0F57D8F8AE8C463...

Date: 8/31/2021

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

By: DocuSigned by: Kim Bimestefer 0B6A84797EA8493...

Date: 8/31/2021

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Greg Tanner BBE0F4C030DC45C...

Amendment Effective Date: 8/31/2021

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment July 1, 2021 and shall terminate on the termination of the Contract June 30, 2022.

4. PURPOSE

The purpose of this Amendment is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. This amendment is modifying the previous scope of work, deleting the previous statement of work, and replacing it with Exhibit A1 as shown below.

D. This amendment is adding Exhibit D: Review Sample Size Exemption Process Flow.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

EXHIBIT A1, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)

1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.

1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.

1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)

1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.

4.2.1.1. Accuracy Targets

4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1 The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2 The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5 Review Sample Size Exemptions

4.2.1.5.1 If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2 Definition of Review Sample Size

4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

i. Inaccurate Eligibility Rate and/or,
ii. Errors that do not impact Eligibility.

4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.

4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4 Review Sample Size Exemption Process

4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2 Definition of Similar Error(s)

4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

4.2.1.5.5 Notification of Review Sample Size Exemption

4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.

4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.

42155221 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.

42155222 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.

4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.

4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.

4.3 Performance Compliance Performance Incentive Standard

4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.

4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.

4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.

4.3.2 Department Monitoring of MAP Dashboards

4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.

4.3.3 Contractor Monitoring of MAP Dashboards

4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.

4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).

4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.

4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.

4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.

4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.

4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.

4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.

4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.

4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

4.4 Cyber Security Performance Incentive Standard

4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the County Administration website.

4.4.2 Fiscal Year Deliverable

4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.

4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.

4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.

4.5 Continuous Coverage Performance Incentive Standard

4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.

4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency

4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.

4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

4.5.1.2.1 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.2.2 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.3 Members who require a review of eligibility

4.5.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.

4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.

4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks

4.5.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.

4.5.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.

4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.

5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.2 DUE DATE: July 5, 2022

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.

6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.

6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.

6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1 Performance Compliance Performance Incentive Standard

6.2.1.2 Cyber Security Performance Incentive Standard

6.2.1.3 Continuous Coverage Performance Incentive Standard

6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

8.1 Opportunity and Timeframe for Dispute Resolution

8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.2 The final Status Report cannot be disputed per section 7.2.

8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2 Allowable Disputes

82.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3 Nonallowable Disputes

8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2 Remaining Funds Incentive Pool Payment

9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2 Payment Procedures

9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.5 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

EXHIBIT B, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Accuracy Performance Incentive Payment	35%	$6,478.39
Performance Compliance Performance Incentive Payment	25%	$4,627.42
Continuous Coverage Performance Incentive Payment	20%	$3,701.93
Cyber Security Performance Incentive Payment	20%	$3,701.93

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

Exhibit C, Sample Option Letter

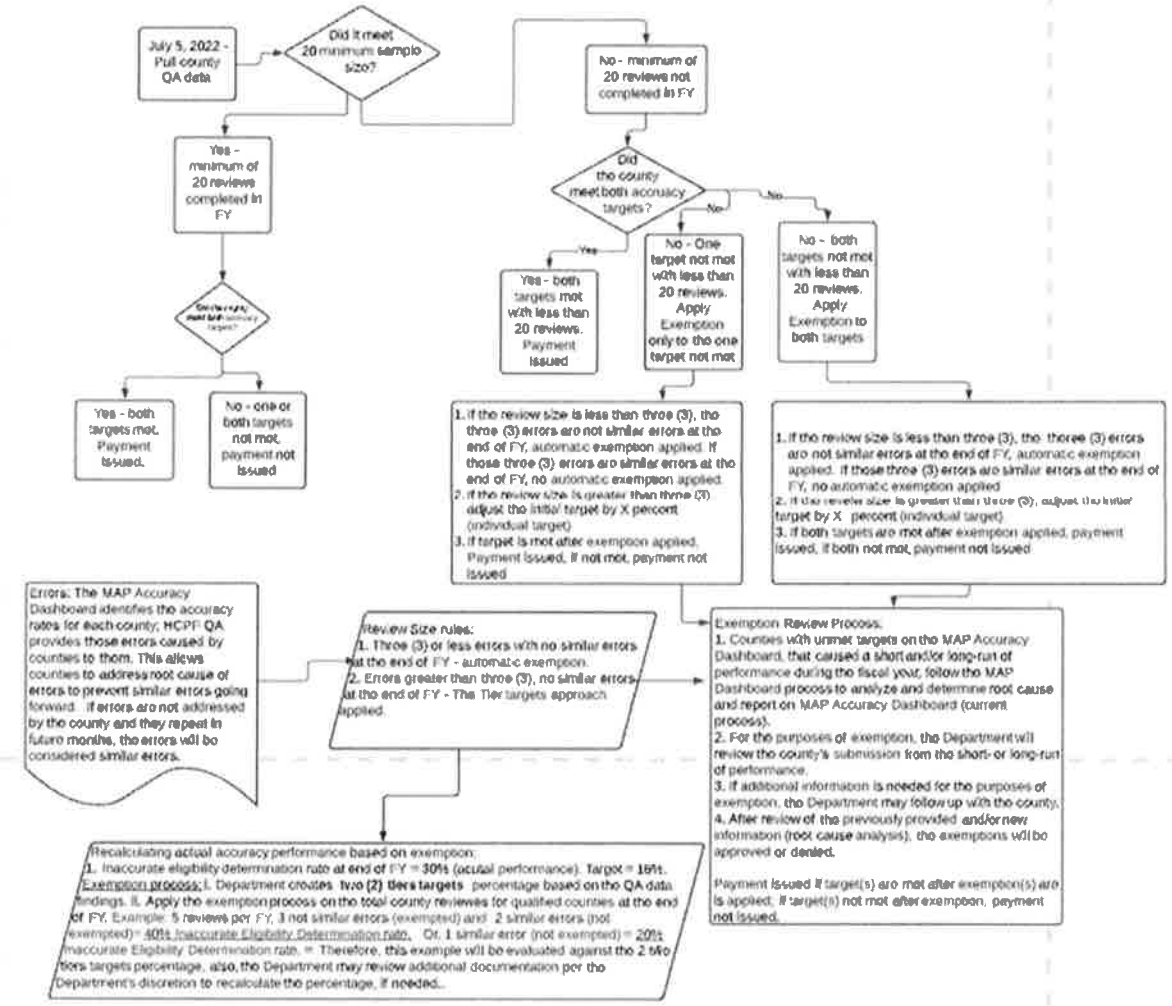
State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract 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(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

Exhibit D: Review Sample Size Exemption Process Flow



Contract Routing Number 2015CMIP051

STATE OF COLORADO
Department of Health Care Policy and Financing
Intergovernmental Agreement with
Gunnison County
for the
County Medicaid Incentive Program

TABLE OF CONTENTS

1. PARTIES 1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 2
3. RECITALS 2
4. DEFINITIONS 2
5. TERM 3
6. STATEMENT OF WORK 4
7. PAYMENTS TO CONTRACTOR 4
8. REPORTING NOTIFICATION 5
9. CONTRACTOR RECORDS 6
10. CONFIDENTIAL INFORMATION 7
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 9
13. INSURANCE 10
14. BREACH 12
15. REMEDIES 13
16. NOTICES AND REPRESENTATIVES 16
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 16
18. GOVERNMENTAL IMMUNITY 16
19. GENERAL PROVISIONS 17
20. ADDITIONAL GENERAL PROVISIONS 19
21. COLORADO SPECIAL PROVISIONS 23

HIPAA BUSINESS ASSOCIATE ADDENDUM
EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, RATES
EXHIBIT C, SAMPLE OPTION LETTER

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Gunnison County, on behalf of itself and on behalf of Hinsdale County (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq. and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The purpose of this Contract is to create incentives for counties that achieve certain incentive performance standards related to Medicaid eligibility and cooperation with other Medicaid related entities. Because the Contractor provides all of the Medicaid services covered by this Contract under an intergovernmental agreement for Hinsdale County, all Hinsdale County incentives are included in this Contract and may be earned by Contractor in the same manner as the Contractor's own incentives.

D. References

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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. "Contract" means this Contract, its terms and conditions, attached addenda, exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

HIPAA Business Associate Addendum

Exhibit A, Statement of Work
Exhibit B, Rates
Exhibit C, Sample Option Letter

C. "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

D. "Party" means the State or Contractor and Parties means both the State and Contractor.

E. "Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the standards described in this Contract.

F. "Services" means the required services to be performed by Contractor pursuant to this Contract.

G. "State Fiscal Year" or "SFY" means the twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

H. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

I. "Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract, including the performance of the Services and delivery of the Goods.

J. "Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

Any terms used herein which are defined in Exhibit A, Statement of Work shall be construed and interpreted as defined therein.

5. TERM

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or January 1, 2015 This Contract shall expire June 30, 2015, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion, upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the Colorado State Controller or an authorized designee, or at the end of two (2) months, whichever is earlier.

C. Option to Extend

The State may require continued performance for a period of one (1) year or less at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. In no event shall the total duration of this Contract, from the Operational Start Date until termination and including the exercise of any options under this clause, exceed five (5) years, unless the State receives approval from the State Purchasing Director or delegate.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described in this Contract on or before the end of the term of this Contract. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the expiration or termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall not increase the maximum amount payable hereunder by the State.

C. Independent Contractor

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7 and **Exhibit A**, Statement of Work, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to Contractor is:

State Fiscal Year 2014-15 – Gunnison County	$16,749.82
State Fiscal Year 2014-15 – Hinsdale County	$5,592.12

Total for All State Fiscal Years	$ 22,341.94

B. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner prescribed by the State.

C. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds and the State's liability for such payments shall be limited to the amount remaining of such available funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability notwithstanding any notice and cure period in **§14.B**.

D. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

E. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit C**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

8. REPORTING NOTIFICATION

Reports required under this Contract shall be in accordance with the procedures and in such form as prescribed by the State and as described in **Exhibit A**.

A. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

B. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Contract.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes, and other written materials, electronic media files and electronic communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of six (6) years after the date this Contract expires or is sooner terminated, or **(ii)** a period of six (6) years after final payment is made hereunder, or **(iii)** a period of six (6) years after the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). All such records, documents, communications and other materials shall be the property of the State, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the State.

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies

available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government and any other duly authorized agent of a government agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedure. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION

Contractor shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Health Insurance Portability & Accountability Act of 1996 ("HIPAA")

i. Federal Law and Regulations

Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.

ii. Business Associate Contract

Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and

the Contractor, 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum ("Addendum") for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Contract and shall remain in effect during the term of the Contract including any extensions.

iii. Confidentiality of Records

Whether or not an Addendum is attached to this Contract, the Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Contract and comply with HIPAA rules and regulations. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in this Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.

C. Notification

Contractor shall notify its agents, employees, Subcontractors and assigns who may come into contact with State records or other confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

D. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

11. CONFLICTS OF INTEREST

A. Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to

this Contract, even the appearance of a conflict of interest is 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 to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, 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 apparent conflict constitutes a breach of this Contract.

B. The Contractor (and Subcontractors or subgrantees permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor, Subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

i. The employee, officer or agent;
ii. Any member of the employee's immediate family;
iii. The employee's partner; or
iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, Subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to subagreements.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

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

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within five (5) days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all

licenses, certifications, approvals, insurance, permits and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in the Contract. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the requirements set forth in **§13.B.**

B. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor's or Subcontractor's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

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

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Protected Health Information Insurance

Liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum limits as follows:

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

iv. 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.

v. Crime Insurance

Crime Insurance including Employee Dishonesty coverage with minimum limits as follows:

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

vi. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and protected health information insurance policies (leases and construction contracts require additional insured coverage for completed

operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

vii. Primacy of Coverage

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

viii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Contractor's receipt of such notice.

ix. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein 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.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of the Contractor to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. 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 twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the State shall notify the Contractor of such in writing in the manner provided in **§16**. If such breach is not cured within ten (10) days of receipt of written notice, the State may exercise any of the remedies set forth in

§15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

A. Termination for Cause and/or Breach

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Contract, and without limiting its remedies otherwise available at law or equity, following the notice and cure period set forth in **§14.B.** Remedies are cumulative and the State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder 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, Services and Goods not cancelled by the termination notice. Contractor shall continue performance of this Contract up to the effective date of the termination. To the extent the Contract is not terminated, if any, Contractor shall continue performance until the expiration of this Contract. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under 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 in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the effective date of the termination. If, after termination by the State, it is determined 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 the same as if this Contract had been terminated in the public interest, as described herein.

iii. 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 by virtue of any breach under this Contract by Contractor and the State may withhold any 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 loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract, in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15.A** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§16.** The notice shall specify the effective date of the termination, which shall be at least twenty (20) days, and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15.A.i.**

iii. Payments

If this Contract is terminated by the State pursuant to this **§15.B**, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed upon the effective date of such termination, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor prior to the effective date of the termination in the public interest which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Additional Remedies

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance of such portions of the contract.

ii. Withhold Payment

Withhold payment to Contractor until Contractor's performance or corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny/Reduce Payment

Deny payment for those obligations not performed in conformance with Contract requirements, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial or reduction of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option:

a. Obtain for the State or Contractor the right to use such products and services;
b. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,
c. If neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State:
Michael Wagner
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Michael.Wagner@state.co.us

For the Contractor: The Contractor shall provide the Department with the name and address of its principal representative. In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, and the risk management statutes, CRS §24-30-1501, *et seq.*, as now or hereafter amended.

19. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all of the Work performed under this Contract, regardless of whether Subcontractors are used and for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be in writing and submitted to the State upon request. Any and all subcontracts entered into by Contractor related to its performance hereunder shall require the Subcontractor to perform in accordance with the terms and conditions of this Contract and to comply with all applicable federal and state laws. Any and all subcontracts shall include a provision that such subcontracts are governed by the laws of the State of Colorado.

B. Binding Effect

Except as otherwise provided in **§19.A**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

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

F. Jurisdiction and Venue

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. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in

an 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 of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

H. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions
ii. HIPAA Business Associate Addendum
iii. The provisions of the main body of this Contract
iv. Exhibit A, Statement of Work
v. Exhibit B, Rates
vi. Exhibit C, Sample Option Letter

I. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

J. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201, *et seq*. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall

be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

L. Third Party Beneficiaries

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.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

20. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.

Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq.*

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the

audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

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 designated by the State and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director of the State and the Contractor's Chief Executive Officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

21. COLORADO SPECIAL PROVISIONS

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

A. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

D. **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.

E. **CHOICE OF LAW.** 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

F. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** 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.

G. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507**. 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.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
Gunnison County

*Signature

Date: 12/16/14

By: Paula Swenson
Name of Authorized Individual

Title: BOCC Chairperson
Official Title of Authorized Individual

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Health Care Policy and Financing

Susan E. Birch, MBA, BSN, RN
Executive Director

Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date: 1/5/15

LEGAL REVIEW
John W. Suthers, Attorney General

By: n/a
Signature - Assistant Attorney General

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: CPA
Department of Health Care Policy and Financing

Date: 1.8.15

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – an individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – any Untimely Determination that is not yet complete.

1.1.3. Client – an individual who is eligible for the Colorado Medical Assistance Program.

1.1.4. Determination – the act of determining if an Applicant is eligible for the Colorado Medical Assistance Program.

1.1.5. Reporting Period – the period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.5.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.5.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.6. Redetermination – a Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.7. State Fiscal Year (SFY) – the period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.8. Timely Determination/Redetermination – any Determination/Redetermination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.9. Untimely Determination/ Redetermination – any Determination/ Redetermination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid related work within the Contractor's county required under C.R.S. §25.5-1-101 *et. seq*. The Contractor shall also provide all Medicaid related work within Hinsdale County as agreed to by the Contractor and Hinsdale County in the intergovernmental agreement between those two entities. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. PERFORMANCE INCENTIVE PROGRAM

3.1. The Contractor may earn an incentive payment to reimburse it for a portion of its cost sharing as described in this section 3.

3.2. Court Settlement Timeliness Incentive Standard

3.2.1. The Contractor may earn a Court Settlement Timeliness Incentive Payment for each Reporting Period in which at least ninety-five percent (95%) of all Determinations and Redeterminations completed were Timely Determinations/Redeterminations.

3.2.1.1. To determine the timeliness percent for this standard, the Department shall total up all Timely Determinations/Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations/Redeterminations the Contractor completed during that Reporting Period. The Department shall round these calculated percentages to two decimal places.

3.2.1.2. In the event that the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations during a Reporting Period, the Contractor shall be deemed to have meet this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.

3.2.1.3. The Department will not include any Untimely Determinations/Redeterminations in its calculation of this performance standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances. Determinations/Redeterminations may be delayed for unusual circumstances as described in 10 C.C.R. 2505-8.100.3.D(d).

3.2.1.3.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination as being untimely because of unusual circumstances.

3.2.1.3.2. The Department may approve or reject any request for Untimely Determination exemption and may limit the total number of exempted Untimely Determinations.

3.2.2. The Department will determine the Contractor's compliance with the Court Settlement Timeliness Incentive Standard during each Reporting Period utilizing data from the monthly Court Reports.

3.3. Collaboration Incentive Standard

3.3.1. The Contractor may earn a Collaboration Incentive Payment for each Reporting Period in which it has hosted or attended Collaboration meetings with the partners described below.

3.3.1.1. The Contractor shall host or attend at least one (1) meeting with each of the following during each calendar quarter:

3.3.1.1.1. Each Behavioral Health Organization (BHO) that serves Clients in the Contractor's County.

3.3.1.1.2. Each Local Public Health Agency (LPHA) that serves Clients in the Contractor's County.

3.3.1.1.3. Each Medical Assistance Site (MA Site) that serves Clients in the Contractor's County.

3.3.1.1.4. Each Regional Care Collaborative Organization (RCCO) that serves Clients in the Contractor's County.

3.3.1.1.5. Regional Connect For Health Colorado Partners (C4).

3.3.1.2. The Contractor may combine any or all of the meetings in this section 3.3. to meet the Collaboration Incentive Standard and does not need to have individual meetings with each of the entities listed in section 3.3.1.1.

3.3.1.3. The Contractor may also host any or all of the meetings in this section 3.3. in collaboration with other counties, but in the event that it does combine any meeting with another county or other counties, the Contractor shall provide at least one representative to attend that meeting.

3.3.1.4. The Contractor shall develop the meeting agenda for each meeting it hosts.

3.3.1.4.1. The agenda shall include the following topics:

3.3.1.4.1.1. Recognition of the roles and responsibilities for each of the partners

3.3.1.4.1.2. Cultivating collaboration and the coordination of services among all of the partner agencies

3.3.1.4.1.3. Establishing 2-3 goals that the partners would like to accomplish over the next year to improve clients' access to care.

3.3.1.4.2. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

3.3.1.5. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

3.3.2. The Contractor shall document its compliance with the Collaboration Incentive Standard by providing the Department with the meeting agenda, meeting minutes and list of attendees for each meeting it hosted, either individually or collaboratively with other counties and the 2-3 goals as described in 3.3.1.4.1.3. The Department will determine the Contractor's compliance with the Collaboration Incentive Standard based on the submission of the meeting agendas, meeting minutes and list of attendees for all meetings during the Reporting Period.

3.4. Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard

3.4.1. The Contractor may earn a Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment for the Reporting Period in which it has developed a process that allows individuals leaving jails in the Contractor's county to receive a Determination.

3.4.1.1. The Process shall include, at a minimum, how the county plans to ensure that individuals leaving the jails will receive a determination. The Department will provide counties with a template for the development of a process that can be utilized as one option to meet this deliverable.

3.4.1.2. In the event that the Contractor's county does not have a jail, or shares a jail with other counties, then the Contractor shall meet this standard by having an established process in place with those counties and the jails that typically house inmates from the Contractor's county.

3.4.2. The Contractor shall document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard by providing the Department with a documented process that allows individuals to receive a Determination upon leaving the correctional facility. This documented process shall be signed by both the director of the Contractor's Department of Human or Social Services, or a designee, and the Sheriff's office for the Contractor's county or for the county or counties that have jails that typically house inmates from the Contractor's county.

3.5. Application Backlog Incentive Standard

3.5.1. The Contractor may earn an Application Backlog Incentive Payment for each Reporting Period in which the Application Backlog for new applications and redeterminations is within the limits described in the following table:

3.5.1.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	< 100
	Medium	< 15
	Small	< 5
Redeterminations		
	Large	<300
	Medium	<30
	Small	<10

3.5.1.2. The Department will not include any Backlogged Determination in its calculation of this performance standard if the Department has approved that Determination as being backlogged because of unusual circumstances.

3.5.1.2.1. The Contractor shall complete a Backlogged Determination exemption form, as provided by the Department, to request the Department's approval of that Determination as being backlogged because of unusual circumstances.

3.5.1.2.2. The Department may approve or reject any request for Backlogged Determination exemption and may limit the total number of exempted Backlogged Determinations.

3.6. Quarterly Reporting

3.6.1. The Contractor shall provide a Quarterly Incentive Report for each Reporting Period that includes all of the following for the that Reporting Period:

3.6.1.1. The meeting agendas, meeting minutes, lists of attendees and goals to document its compliance with the Collaboration Incentive Standard.

3.6.1.2. The documented processes that allow Individuals Leaving a Correctional Facility to receive a Determination that the Contractor used to document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard.

3.6.1.3. Any approved Untimely Determination exemption forms for the Reporting Period.

3.6.1.4. Any approved Backlogged Determination exemption forms for the Reporting Period.

4. COMPENSATION

4.1. Compensation

4.1.1. Incentive Payment

4.1.1.1. The Department shall pay the Contractor an Incentive Payment for each incentive standard it meets during the applicable Reporting Period as follows:

4.1.1.1.1. The Department shall pay the Contractor a Court Settlement Timeliness Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.2. The Department shall pay the Contractor a Collaboration Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.3. The Department shall pay the Contractor a Parolee Determination Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.4. The Department shall pay the Contractor an Application Backlog Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.2. Annual Incentive Pool Payment

4.1.2.1. The Department will create an Annual Incentive Pool each SFY.

4.1.2.1.1. The Annual Incentive Pool shall include the following:

4.1.2.1.1.1. The total amount of all base incentive payments allocated to any counties that selected to not participate in the County Medicaid Eligibility Determination Incentive Program for that SFY.

4.1.2.1.1.2. Each of the base incentive payments that were not earned by a county during a Reporting Period in that SFY.

4.1.2.1.2. In the event that the Annual Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive an Annual Incentive Pool Payment for that SFY.

4.1.2.2. The Department will divide the Annual Incentive Pool into separate incentive pools as follows:

4.1.2.2.1. The Department will create a Court Settlement Timeliness Pool each SFY that includes fifty percent (50%) of the Annual Incentive Pool for that SFY.

4.1.2.2.2. The Department will create a Collaboration Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.3. The Department will create a Medicaid Determination for Individuals Leaving a Correctional Facility Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.4. The Department will create an Application Backlog Pool each SFY that includes twenty percent (20%) of the Annual Incentive for that SFY.

4.1.2.3. The Department will distribute a portion of each incentive pool to the Contractor as follows:

4.1.2.3.1. All distribution amounts for each incentive standard for a SFY under this section 4.1.2.3 will be determined by the Department based on the Contractor's allocation in proportion to all allocations of other counties that also met that incentive standard during both Reporting Periods during that SFY.

4.1.2.3.1.1. In no event will the Contractor's distribution from any pool in this section 4.1.2.3. during a SFY exceed the lesser of the Pool Maximum County Share for that pool shown in Exhibit B for that SFY or the Contractor's actual county share expenditure.

4.1.2.3.2. If the Contractor met the Court Settlement Timeliness Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Court Settlement Timeliness Pool to the Contractor.

4.1.2.3.3. If the Contractor met the Collaboration Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Collaboration Pool to the Contractor.

4.1.2.3.4. If the Contractor met the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Medicaid Determination for Individuals Leaving a Correctional Facility Pool to the Contractor.

4.1.2.3.5. If the Contractor met the Application Backlog Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Application Backlog Pool to the Contractor.

4.1.2.4. The Department shall pay the Contractor an Annual Incentive Pool Payment equal to the sum of the Contractor's distribution of each pool, once those distributions are determined by the Department.

4.2. Payment Procedures

4.2.1. The Contractor shall receive an incentive allocation for each of the Reporting Periods within forty-five (45) days following the end of the Reporting Period. This allocation will reflect the maximum the contractor can earn for each incentive type per Reporting Period.

4.2.2. Actual incentive payment maximums are dependent on the county share of Medicaid expenditure. In no event shall Contractor be paid more than the Contractor's county share of Medicaid expenditure in any Reporting Period.

4.2.3. The Department may add any unearned funds from the first Reporting Period into to the second Reporting Period allocation for any SFY.

4.2.3.1. The Contractor shall receive the incentive through the County Financial Management System (CFMS).

4.2.4. The Department may use any unearned second Reporting Period incentive payments during the county administration close out process.

4.2.4.1. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

EXHIBIT B, RATES

1. INCENTIVE PAYMENT TABLES

1.1. SFY 2014-15 Incentive Payment Tables

1.1.1. Gunnison County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$4,187.45
Collaboration Incentive Payment	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$1,256.24
Application Backlog Incentive Payment	$1,674.98
Total Maximum Available for all Incentive Payments	$8,374.91

1.1.2. Hinsdale County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$1,398.03
Collaboration Incentive Payment	$419.41
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$419.41
Application Backlog Incentive Payment	$559.21
Total Maximum Available for all Incentive Payments	$2,796.06

2. POOL MAXIMUM COUNTY SHARE TABLES

2.1. SFY 2014-15 Pool Maximum County Share Tables

2.1.1. Gunnison County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$4,187.45
Collaboration Pool	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$1,256.24
Application Backlog Pool	$1,674.98
Total Maximum Available for all Pool Distributions	$8,374.91

2.1.2. Hinsdale County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$1,398.03
Collaboration Pool	$419.41

Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$419.41
Application Backlog Pool	$559.21
Total Maximum Available for all Pool Distributions	$2,796.06

Contract Routing Number 2015CMIP051

EXHIBIT C, SAMPLE OPTION LETTER

Date:	Original Contract Routing # CMS #	Option Letter #	Contract Routing #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
   - **a.** **For use with Options 1(a-e):** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing, and CONTRACTOR NAME, the State hereby exercises its option for an additional term beginning START DATE and ending on END DATE at a cost/price specified in Section X, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in SECTION/EXHIBIT X.
   - **b.** **For use with Option 1(f), please use the following:** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing, and CONTRACTOR NAME, the State hereby exercises its option to initiate Phase PHASE NUMBER for the term beginning START DATE and ending on END DATE at the cost/price specified in Section X.
   - **c.** **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by AMOUNT to a new contract value of AMOUNT to as consideration for services/goods ordered under the contract for the current fiscal year FISCAL YEAR. The first sentence in Section X is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is AMOUNT.

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or DATE, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Health Care Policy and Financing

By: NAME

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: _____
Department of Health Care Policy and Financing
Date: _____

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Original Contract Number** 2021CMIP026
Contractor Gunnison County	**Amendment Contract Number** 2021CMIP026A1
Current Contract Maximum Amount: Initial Term State Fiscal Year 2021 $18,509.67 Extension Terms State Fiscal Year 2022 $18,509.67 Total for All State Fiscal Years $37,019.34	**Contract Performance Beginning Date** July 1, 2021 **Current Contract Expiration Date** June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Matthew Birnie, Commissioner Gunnison County By:_____ Date: _____	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By:_____ Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

Amendment Effective Date:_____

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment July 1, 2021 and shall terminate on the termination of the Contract June 30, 2022.

4. PURPOSE

The purpose of this Amendment is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. This amendment is modifying the previous scope of work, deleting the previous statement of work, and replacing it with Exhibit A1 as shown below.

D. This amendment is adding Exhibit D: Review Sample Size Exemption Process Flow.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

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

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

EXHIBIT A1, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)

1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.

1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.

1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)

1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.

4.2.1.1. Accuracy Targets

4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1 The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2 The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5 Review Sample Size Exemptions

4.2.1.5.1 If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2 Definition of Review Sample Size

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

i. Inaccurate Eligibility Rate and/or,
ii. Errors that do not impact Eligibility.

4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.

4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4 Review Sample Size Exemption Process

4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2 Definition of Similar Error(s)

4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

4.2.1.5.5 Notification of Review Sample Size Exemption

4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.

4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.

4.2.1.5.5.2.1 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.

4.2.1.5.5.2.2 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.

4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.

4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.

4.3 Performance Compliance Performance Incentive Standard

4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.

4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.

4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.

4.3.2 Department Monitoring of MAP Dashboards

4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.

4.3.3 Contractor Monitoring of MAP Dashboards

4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.

4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).

4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.

4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.

4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.

4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.

4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.

4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.

4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.

4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

4.4 Cyber Security Performance Incentive Standard

4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the County Administration website.

4.4.2 Fiscal Year Deliverable

4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.

4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.

4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.

4.5 Continuous Coverage Performance Incentive Standard

4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.

4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency

4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.

4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

4.5.1.2.1 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.2.2 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.3 Members who require a review of eligibility

4.5.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.

4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.

4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks

4.5.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.

4.5.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.

4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.

5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.2 DUE DATE: July 5, 2022

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.

6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.

6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.

6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1 Performance Compliance Performance Incentive Standard

6.2.1.2 Cyber Security Performance Incentive Standard

6.2.1.3 Continuous Coverage Performance Incentive Standard

6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

8.1 Opportunity and Timeframe for Dispute Resolution

8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.2 The final Status Report cannot be disputed per section 7.2.

8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2 Allowable Disputes

8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3 Nonallowable Disputes

8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2 Remaining Funds Incentive Pool Payment

9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2 Payment Procedures

9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.5 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

EXHIBIT B, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Accuracy Performance Incentive Payment	35%	$6,478.39
Performance Compliance Performance Incentive Payment	25%	$4,627.42
Continuous Coverage Performance Incentive Payment	20%	$3,701.93
Cyber Security Performance Incentive Payment	20%	$3,701.93

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

Exhibit C, Sample Option Letter

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	**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(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

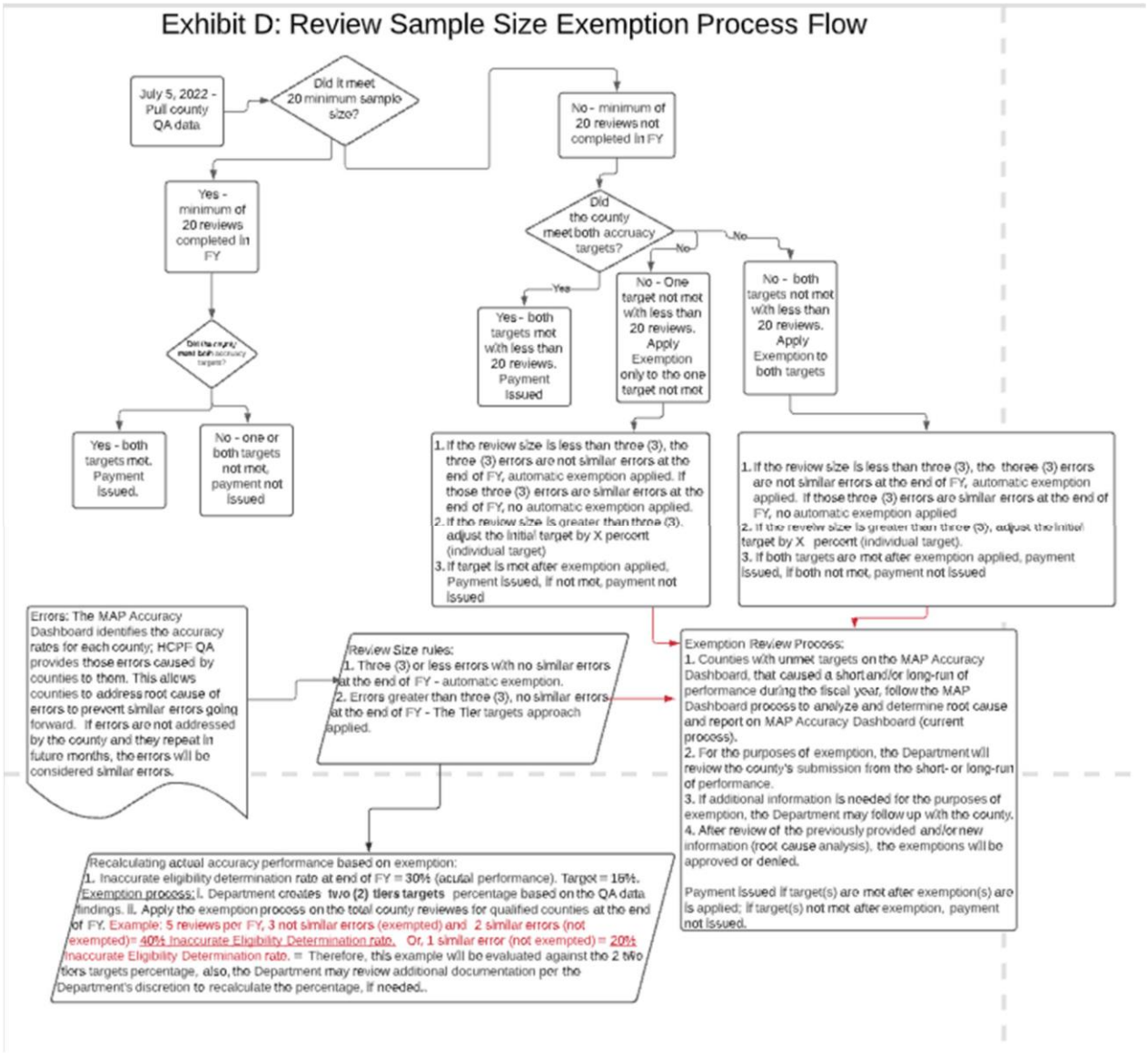
3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

DocuSign Envelope ID: 293672EF-C397-4100-8684-1D15246178C9

Exhibit D: Review Sample Size Exemption Process Flow



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchase of Service Agreement, Regional Cores Serv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Core Services Contract for Mental Health Services, Gunnison and Hinsdale Human Services clients

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: 9/2/2021

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

Comments:
This will be signed both for Gunnison County and on behalf of Hinsdale County. CAO advises that when signing for Hinsdale that corrections be made so that it reads "Gunnison County Board of County Commissioners on behalf of Hinsdale County Board of County Commissioners." Otherwise, Hinsdale's BOCC must sign. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 9/2/2021 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

PURCHASE OF SERVICE AGREEMENT
REGIONAL CORE SERVICES - MENTAL HEALTH

This AGREEMENT, is effective the 1st day of June, 2021 by and among the Board of County Commissioners of Ouray County, San Miguel County, Gunnison County, Hinsdale County, Delta County, and Montrose County, on behalf of their respective Departments of Social Services, hereinafter referred to as "Counties," and The Center for Mental Health, hereinafter referred to as "Contractor". This Agreement is effective June 1, 2021 and ends May 31, 2022.

RECITALS

WHEREAS, Counties operate their respective Department of Social Services (CDSS) programs, including the Regional Core Services Program hereinafter referred to "Core Services"; and

WHEREAS, Counties wish to provide Mental Health Services for Counties' Regional Core Services Program, and

WHEREAS, Contractor desires to perform such services as above-referenced through this Agreement with the Counties; and

WHEREAS, Contractor will provide Mental Health Services; and

WHEREAS, both Counties and Contractor desire that the work shall be performed in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the sufficiency and receipt of which is hereby acknowledged, it is agreed by and between Counties and Contractor as follows:

SECTION I. DESCRIPTION OF WORK

Contractor agrees to provide Mental Health Services to the Counties' Core Services Program clients when appropriate as determined and referred by the respective Counties and as outlined in the Colorado Department of Human Services Staff Manual Volume Seven, section 7.303.1-Core Services Program, Definitions, on behalf of Counties, as described in Exhibit A to this agreement, attached hereto and incorporated herein as though full set forth. Exhibit A includes a description of the oversight to be provided by Counties and the processes and services to be provided by Contractor in accordance with the terms of this Agreement.

SECTION II. PAYMENT

1. Contractor shall determine if each client has Colorado Medicaid or private health insurance, and, if so, shall bill Medicaid or the private insurer for services provided. Contractor shall not bill Counties if the client has Colorado Medicaid or private health insurance.

2. If a client does not have Colorado Medicaid or other private insurance, Contractor shall bill, and Counties shall pay, for the services provided by Contractor, up to, and not exceeding, the amount specified in the column entitled "Community Rates" of the "2019 National Physician Fee Schedule," attached hereto and incorporated herein as Exhibit B. Contractor will bill the

respective Counties for work performed at their request and each County will submit the Contractor's invoices to Montrose County DHS for payment. In no case shall Contractor bill Counties at a higher rate for any service performed those listed as the "Community Rates" on Exhibit B.

3. Montrose County DHS agrees to act as fiscal agent for the Counties of Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose, and upon receipt of funds from the Colorado Department of Human Services for the contracted service, will make payment to Contractor of these funds through an approved warrant by the County to whom the services are charged. Montrose County does not accept the responsibility, or the obligation, to pay for the services of Contractor in the event that the State of Colorado, for any reason, does not provide funding for the monthly payment. Contractor shall not hold Montrose County responsible or liable for any payments for which funding from the State of Colorado has not been provided. No County shall be obligated to pay for the services provided to another County, and no County shall be obligated to pay for services for which funding is not available and appropriated.

4. Contractor shall bill the respective Counties for services rendered under this Agreement, as provided in Exhibit A. Services shall be billed the 7th day of the month for services provided during the previous month. Counties shall pay invoices billed within forty-five (45) days of receipt.

5. This Agreement, and the payments and other monetary obligations of Counties hereunder, shall not be construed as a creating multiple-fiscal year debt or other financial obligation of Counties within the meaning of Section 20(4) (b) of Article X of the Constitution of Colorado. This Agreement shall not obligate the Counties directly or indirectly, to make any payments or meet any other monetary obligation required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this Agreement is in effect.

6. Payment by Counties to Contractor for services provided pursuant to this agreement, whether from County, State of Colorado, or Federal funds, in whole or in part, is subject to and contingent upon the continuing availability of such Counties, State, and Federal funds for the purposes hereof.

SECTION III. RELATIONSHIP OF THE PARTIES

The Contractor is an Independent contractor, and no employee relationship is hereby created between the Counties and Contractor, nor with any of the employees of Contractor, nor will Contractor be considered an agent of Counties for any purpose, and receives no benefits from the Counties except as provided herein. Contractor shall be solely responsible for paying its employees, including any withholding taxes, workmen's compensation, Insurance or other benefits.

SECTION IV. LIABILITY

1. The Services to be provided under this Agreement will be performed entirely at the Contractors risk, and Contractor assumes all responsibility and liability for such risk. Contractor agrees to indemnify Counties, their officials and employees, the Colorado Department of Human Services and the State of Colorado, the Federal Office of Family Assistance and the Federal Government against any liability or loss against all claims and actions based upon or arising out

of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions, arising in any way out of the performance of this Agreement.

2. Contractor agrees to maintain throughout the term hereof sufficient liability Insurance to fully perform Its obligations hereunder. Contractor is required to maintain general liability insurance of $500,000 per person and $1,000,000 per occurrence during the period of the contract.

3. Contractor warrants that its employees do and will meet all requirements for certifications, credentials, will have undergone whatever security or background checks, and meet any other requirements for child-care providers provided by State and Federal law. This includes registration through the Colorado Department of Regulatory Agencies.

SECTION V. DURATION

IT IS AGREED that either party may cancel this Agreement upon thirty (30) days written notice to the other party; otherwise, this Agreement shall encompass the period commencing June 1, 2020, or the date the contract is executed, whichever is later, and terminating on May 31, 2021. Additionally, any one County may terminate the Agreement as to services provided for that County upon thirty (30) days' notice.

SECTION VI. OVERALL SUPERVISION

IN THE PERFORMANCE of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Counties being interested only in the results obtained. Contractor has the authority to terminate employment of its employees without consent of Counties, change direct supervision of positions at any time without notice; followed with notification to Counties within thirty (30) days. However, the work contemplated must meet the approval of Counties and shall be subject to Counties' general right of inspection and supervision to insure the satisfactory completion thereof. Contractor agrees to provide access for any duly authorized representative of the Counties or the Colorado Department of Human Services, or the Federal Government, until the expiration of five (5) years after the final payment under this Agreement, to examine any financial, program, and other records of the Contractor Involving transactions related to this Agreement.

SECTION VII. NON-ASSIGNABILITY

This Agreement may not be assigned by Contractor without the express written permission of the Counties.

SECTION VIII. AMENDMENTS

ANY AND all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding or any party hereto unless set forth in writing and signed by all parties.

SECTION IX. DEFAULT

IT IS AGREED that time is of the essence in the performance of this Agreement. In the event of default by any of the parties, the non-defaulting party shall give the defaulting party written notice by certified mail or such default, and the defaulting party shall have ten (10) days to correct said default. If said default is not corrected within said ten (10) day period, the non-defaulting party may terminate this Agreement, and may bring any action at law or equity authorized by the laws of the State of Colorado. If legal action is commenced, the prevailing party shall be entitled to recover costs and attorney's fees incurred in connection with any such action.

SECTION X. COMPLIANCE

Contractor agrees that all services under this Agreement shall be performed in full compliance with all local, state and federal laws, specifically including but not limited to HIPAA.

1. Counties and Contractor agree to comply with all HIPAA laws, Including and not limited to not use or disclose Protected Health Information other than as permitted or required by the Agreement or Required by law; to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement: to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of Protected Health Information by either party in violation of the requirements of this Agreement; to report to "Client" any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Contractor agrees that they shall provide or conform to cyber protection requirements:

- Unauthorized personnel are not allowed entry to Trails communications, data centers, etc.
- Computer networks should be run only on supported operating systems, software, and hardware.
- Some computer applications create serious risk to the security.

2. Counties and Contractor agree to comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

3. The Contractor acknowledges that it has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et. seq.* (House Bill 06-1343), and hereby CERTIFIES that:

a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

c. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, If the

Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

d. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

e. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1)(A) of this Section e the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

g. If Contractor violates a provision of the public contract for services required herein the Counties may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Counties.

h. The Counties are obligated to notify the office of the Secretary of State if a contractor violates a provision of this section 10 and the Counties terminate the contract for such breach. Based on this notification, the Secretary of State shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services. An agency or political subdivision shall notify the office of the Secretary of State if a court has made such a determination. The list shall be available for public inspection at the office of the Secretary of State and shall be published on the internet on the website maintained by the office of the Secretary of State.

i. The Department may investigate whether a contractor is complying with the

provisions of a public contract for services required. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this section 10) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et.* seq.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures effective the day and year first above written.

The Center for Mental Health

Shelly J. Spalding

Shelly J. Spalding, Chief Executive Officer

Date: May 28, 2021

Ouray County

Ouray County
Department of Social Services

_____
Carol Friedrich, LCSW Director

Date: _____

Ouray County
Board of County Commissioners

_____
Chair

Date: _____

San Miguel County

San Miguel County
Department of Social Services

_____
Carol Friedrich, LCSW Director

Date: _____

San Miguel County
Board of County Commissioners

_____
Chair

Date: _____

Gunnison County

Gunnison County
Department of Social Services

Joni Reynolds, Director

Date: 8/31/21

Gunnison County
Board of County Commissioners

Chair

Date: _____

Hinsdale County

Hinsdale County
Department of Social Services

Joni Reynolds, Director

Date: 8/31/21

Hinsdale County
Board of County Commissioners

Chair

Date: _____

Montrose County

Montrose County
Department of Human Services

Jennifer Sherwood, Director

Date: _____

Montrose County
Board of County Commissioners

Chair

Date: _____

Delta County

Delta County
Department of Social Services

Chuck Lemoine, Director

Date: _____

Delta County
Board of County Commissioners

Chair

Date: _____

EXHIBIT A
SCOPE OF WORK – MENTAL HEALTH SERVICES
FOR MONTROSE, DELTA, GUNNISON, HINSDALE, SAN MIGUEL AND OURAY COUNTIES

A. Eligibility Criteria:

Each County shall determine that the following criteria are present prior to making a referral to Contractor for Mental Health Services:

1. The client meets the overall Core Services population criteria.
2. The client is involved an open social services case on TRAILS or eligible for Program Area 3 services.
3. There is a manageable level of risk to the client.
4. There is a reasonable possibility that services can bring about sufficient improvement in the child, client, and/or family functioning as to allow a child to safely reside at home or return home.

B. Types of Mental Health Services

1. Contract Services

Counties often experience difficulties assessing the needs of children and their families early in the intervention process. It is Contractor's commitment, along with the other agencies in our area, to provide an early evaluation or assessment to enable it to make proper choices on the front end of our intervention with families. For these reasons, there is a preference for using Regional Core Services Program allocations for psychological evaluations or family interactional and dispositional assessments. Evaluations and assessments will make recommendations regarding appropriate services for each client.

It is understood that some services needed by a client or family cannot be provided by the Contractor. These include services outside of the Contractor's catchment area, sex offender treatment, domestic violence, WRAP facilitation, mentoring, parenting, Program Area 3, or other specialized services. If Contractor believes these services would be beneficial, the Counties and the Contractor will collaborate in this effort to ensure that families have access to needed services.

2. Psychiatric Evaluations and Medication Monitoring

When a child is at risk for placement out of the home, it is often essential to assess whether the child or his or her caretaker has a serious mental illness. When such a condition is found to be present in a client, the prescription and management of medications can be critically important to successful maintenance at home or reunification after appropriate placement. Ongoing diagnostic review plus medication management must be integrated with other therapeutic and environmental interventions provided to these families.

Psychiatrists with training in child and adolescent and adult psychiatry will be available to provide psychiatric assessments and medications monitoring to Counties referrals.

3. Outpatient Therapy

When it is determined that a family with a child at imminent risk of out-of-home placement has one or more children or parent with a mental illness, Contractor will provide appropriate therapeutic services as assessed by Contractor staff and recommended in the initial evaluation referenced above in Section 1. These will include but are not limited to:

a. Outpatient therapies by mental health professionals implemented in office or home settings as determined by consultation with the family, the referring County's DSS office, and the treatment team.

b. Appropriate therapeutic interventions to accomplish service advocacy and coordination, improved parenting and life skills training, or other priorities as agreed to by the family, the referring County's DSS office, and the treatment team.

c. Aftercare services such as ongoing support groups, case management, and other wrap- around services would be available as needed and agreed to by the family, the referring County's DSS office, and the treatment team.

d. Crisis intervention services. Each County will receive and screen referrals from law enforcement, schools, parents, and other sources, and may refer children in crises to Contractor. Such crisis referrals may include but are not limited to" runaways, adolescents refusing to go home, absent parents, parent/child physical conflict with teens, and/or teens kicked out of home. Crisis Personnel will not accept referrals of intoxicated children, children who are injured or in need of medical attention, or children in custody due to a felony charge.

C. Service Objectives

Parties agree that the objectives of the provision of services via the Regional Core Services Program are as follows:

1. Improve child/family's ability to function behaviorally and emotionally both as individuals and as a unit.

2. Improve family conflict management skills, the capacity of the family to resolve crises, conflicts and disagreements and engage in effective problem solving within the family.

3. Strengthen family relationships, avoid out-of-home placement and expedite family reunification when children are placed.

D. Rate Information for Mental Health Services

As stated in Section II of this Agreement, Contractor shall first bill Colorado Medicaid or a private insurance if a client is so ensured. If a client does not have Colorado Medicaid or private health insurance, Contractor shall bill, and Counties shall pay, for the services provided by Contractor, up to, and not exceeding, the amount specified in the column entitled "Community Rates" of the "2019 National Physician Fee Schedule," attached hereto as Exhibit B.

Contractor will only bill the respective Counties for authorized work performed at their request. In no case shall Contractor bill Counties at a higher rate for any service performed than normal Colorado Medicaid payment rates.

E. Agreements

1. The Counties agree to:

   a. Provide authorization and referrals for services to eligible clients.

   b. Provide appropriate client information to the Contractor as required to provide services according to Counties treatment plans. The Counties expressly recognize that Contractor will not release patient information to the Counties without proper authorizations.

   c. Monitor the provision of services purchased under this Contract.

2. The Contractor agrees:

   a. To respond face to face, as possible, within 72 hours of a County's standard referral and 24 hours of a County's crisis referral as long as capacity is available.

   b. After evaluation, if treatment is recommended, schedule the first therapeutic appointment to occur within 7 days of the evaluation.

   c. Subject to the condition that a valid authorization for the disclosure of information signed by the client, substantially in the form attached hereto as Exhibit C, has been delivered to Contractor, Contractor will:

      i. Work directly with Counties staff in order to follow treatment plans as required.

      ii. Submit the child's/family's assessment and treatment plan to a County no later than 30 days after the commencement of services under this Contract, said treatment plan being subject to approval by the Counties.

      iii. Provide progress/barrier and status reports to the Counties at least monthly or more frequently if requested on each client receiving services under this Contract.

      iv. Submit monthly service and billing reports which shall contain the following lists: new referral names, household numbers, dates of authorization; ongoing service by number of units of service by client; and discharge date if applicable.

   d. The Contractor will not provide in-court testimony without a valid subpoena, and will not disclose protected health information, including but not limited to the client's diagnosis, prognosis, treatment needs, progress, and recommendation for continued treatment, without a valid authorization signed by the client or the client's legal guardian or guardian ad litem, or a valid court order

   e. To provide the services described herein at a cost not greater than that charged to other persons in the same community or at a cost greater than normal Colorado Medicaid rates.

EXHIBIT B

2019 National Physician Fee Schedule Relative Value File January Release

CPT codes and descriptions only are copyright 2017 American Medical Association. All Rights Reserved. Applicable FARS/DFARS Apply.

RELEASED 03/01/2019

*** NOTE: Administrative Fee = $45/hour

***OUTPATIENT BEHAVIORAL HEALTH CODES APPROVED IN THE UNIFORM SERVICES CODING STANDARD MANUAL**

		NON-FACILITY	Community	HFC Fee Schedule
HCPCS	DESCRIPTION	TOTAL	Rates (Services Only)	
90791	Psych diagnostic evaluation	3.89	$168	$114.71
90792	Psych diag eval w/med srvcs	4.37	$189	$159.06
90832	Psytx w pt 30 minutes	1.90	$82	$55.35
90833	Psytx w pt w e/m 30 min	1.97	$85	$41.65
90834	Psytx w pt 45 minutes	2.53	$109	$71.25
90836	Psytx w pt w e/m 45 min	2.49	$108	$64.51
90837	Psytx w pt 60 minutes	3.80	$164	$104.26
90838	Psytx w pt w e/m 60 min	3.29	$142	$101.14
90839	Psytx crisis initial 60 min	3.96	$171	$99.21
90840	Psytx crisis ea addl 30 min	1.90	$82	$53.70
90846	Family psytx w/o pt 50 min	3.06	$132	$64.16
90847	Family psytx w/pt 50 min	3.18	$138	$67.05
90849	Multiple family group psytx	1.17	$51	$22.31
90853	Group psychotherapy	0.76	$33	$12.24
90875	Psychophysiological therapy	1.80	$78	
90876	Psychophysiological therapy	3.05	$132	
90885	Psy evaluation of records	1.41	$61	
90887	Consultation with family	2.48	$107	$137.35
96116	Nubhvl xm phys/qhp 1st hr	2.70	$117	$103.36
96130	Psychological testing eval phys/qhp 1st 60 minutes	0.64	$143	$121.77
96131	Psycl tst eval phys/qhp ea - additional 60 minutes	0.48	$109	$96.34
96136	Psycl/nrpsyc tst phy/qhp 1st 30 minutes	0.75	$58	$62.63
96137	Psycl/nrpsyc tst phy/qhp ea additional 30 minutes	0.75	$54	$45.84
96138	Psycl/nrpsyc tech 1st	1.07	$48	$29.80
96139	Psycl/nrpsyc tst tech ea	1.07	$48	$17.70

96372	Ther/proph/diag inj sc/im	0.47	$20	$15.67
97535	Self care mngment training	0.97	$42	$17.38
98966	Hc pro phone call 5-10 min	0.39	$17	Not a benefit
98967	Hc pro phone call 11-20 min	0.76	$33	Not a benefit
98968	Hc pro phone call 21-30 min	1.12	$48	Not a benefit
99201	Office/outpatient visit new	1.29	$56	$44.08
99202	Office/outpatient visit new	2.15	$93	$72.13
99203	Office/outpatient visit new	3.05	$132	$102.43
99204	Office/outpatient visit new	4.63	$200	$154.59
99205	Office/outpatient visit new	5.82	$252	$191.33
99211	Office/outpatient visit est	0.64	$28	$23.10
99212	Office/outpatient visit est	1.27	$55	$44.39
99213	Office/outpatient visit est	2.09	$90	$70.81
99214	Office/outpatient visit est	3.06	$132	$102.11
99215	Office/outpatient visit est	4.10	$177	$134.99
99217	Observation care discharge	2.06	$89	$57.21
99218	Initial observation care	2.81	$122	$53.77
99219	Initial observation care	3.83	$166	$88.38
99220	Initial observation care	5.23	$226	$124.33
99221	Initial hospital care	2.86	$124	$75.07
99222	Initial hospital care	3.86	$167	$103.31
99223	Initial hospital care	5.70	$247	$151.94
99224	Subsequent observation care	1.12	$48	$21.19
99225	Subsequent observation care	2.06	$89	$37.60
99226	Subsequent observation care	2.95	$128	$56.22
99231	Subsequent hospital care	1.11	$48	$31.30
99232	Subsequent hospital care	2.05	$89	$56.01
99233	Subsequent hospital care	2.93	$127	$80.26
99234	Observ/hosp same date	3.75	$162	$107.80
99235	Observ/hosp same date	4.77	$206	$142.17
99236	Observ/hosp same date	6.13	$265	$176.85
99238	Hospital discharge day	2.06	$89	$57.29
99239	Hospital discharge day	3.02	$131	$82.22
99241	Office consultation	1.34	$58	Not a benefit
99242	Office consultation	2.52	$109	Not a benefit
99243	Office consultation	3.45	$149	Not a benefit
99244	Office consultation	5.16	$223	Not a benefit
99245	Office consultation	6.29	$272	$203.11

99251	Inpatient consultation	1.38	$60	Not a benefit
99252	Inpatient consultation	2.11	$91	Not a benefit
99253	Inpatient consultation	3.25	$141	Not a benefit
99254	Inpatient consultation	4.72	$204	Not a benefit
99255	Inpatient consultation	5.68	$246	Not a benefit
99281	Emergency dept visit	0.60	$26	$17.14
99282	Emergency dept visit	1.17	$51	$32.22
99283	Emergency dept visit	1.75	$76	$51.80
99284	Emergency dept visit	3.32	$144	$95.79
99285	Emergency dept visit	4.89	$211	$142.80
99304	Nursing facility care init	2.54	$110	$68.01
99305	Nursing facility care init	3.67	$159	$94.53
99306	Nursing facility care init	4.70	$203	$121.02
99307	Nursing fac care subseq	1.24	$54	$33.62
99308	Nursing fac care subseq	1.94	$84	$51.66
99309	Nursing fac care subseq	2.58	$112	$68.94
99310	Nursing fac care subseq	3.82	$165	$100.95
99315	Nursing fac discharge day	2.07	$90	$50.18
99316	Nursing fac discharge day	2.98	$129	$65.54
99318	Annual nursing fac assessmnt	2.70	$117	$71.10
99324	Domicil/r-home visit new pat	1.56	$67	$47.48
99325	Domicil/r-home visit new pat	2.26	$98	$68.86
99326	Domicil/r-home visit new pat	3.92	$170	$111.69
99327	Domicil/r-home visit new pat	5.26	$227	$144.99
99328	Domicil/r-home visit new pat	6.19	$268	$171.38
99334	Domicil/r-home visit est pat	1.70	$74	$47.57
99335	Domicil/r-home visit est pat	2.68	$116	$73.05
99336	Domicil/r-home visit est pat	3.82	$165	$103.56
99337	Domicil/r-home visit est pat	5.47	$237	$148.41
99341	Home visit new patient	1.56	$67	$49.89
99342	Home visit new patient	2.25	$97	$68.86
99343	Home visit new patient	3.67	$159	$108.95
99344	Home visit new patient	5.14	$222	$142.58
99345	Home visit new patient	6.25	$270	$171.38
99347	Home visit est patient	1.56	$67	$45.16
99348	Home visit est patient	2.37	$102	$67.90
99349	Home visit est patient	3.64	$157	$99.12
99350	Home visit est patient	5.05	$218	$138.80

99360	Physician standby services	1.73	$75	$57.66
99366	Team conf w/pat by hc prof	1.21	$52	Not a benefit
99367	Team conf w/o pat by phys	1.60	$69	
99368	Team conf w/o pat by hc pro	1.04	$45	
99441	Phone e/m phys/qhp 5-10 min	0.39	$17	Not a benefit
99442	Phone e/m phys/qhp 11-20 min	0.76	$33	Not a benefit
99443	Phone e/m phys/qhp 21-30 min	1.12	$48	Not a benefit
H0001	Alcohol and/or Drug (AOD) Assessment	3.67	$159	$103.61
H0002	Behavioral health screening to determine eligibility for admission to treatment program	0.76	$33	
H0004	Behavioral health counseling and therapy, per 15 minutes	0.90	$39	$7.58
H0005	Alcohol and/or drug services; group counseling	0.72	$31	$30.46
H0006	Alcohol and/or drug services; case management	0.58	$25	$17.27
H0011	Withdrawal Management - per diem / day- Cash only		$350	Not a benefit
H0018	Crisis Stabilization Unit per day		$700	Not a benefit
H0023	Behavioral health outreach service (planned approach to reach a population) /Drop- In Center	0.55	$24	
H0024	Behavioral Health Prevention Information Dissemination Service (One-Way Direct or Non-Direct Contact with Service Audiences to Affect Knowledge and Attitude)	0.61	$26	Not a benefit
H0025	Behavioral health prevention education service (delivery of services to affect knowledge, attitude and/or behavior)	0.61	$26	
H0031	Mental health assessment, by non-physician	3.12	$135	Not a benefit
H0032	Mental health service plan development by non-physician	1.02	$44	Not a benefit
H0033	Oral medication administration, direct observation	0.31	$13	Not a benefit
H0034	Medication training and support, per 15 minutes	0.79	$34	Not a benefit
H0036	Community psychiatric supportive treatment, face-to-face, per 15 minutes	0.38	$16	Not a benefit
H0037	Community psychiatric supportive treatment, face-to-face, per diem	4.48	$194	
H0038	Self-help/peer services, per 15 minutes	0.49	$21	$7.09
H0039	Assertive community treatment, face-to-face, per 15 minutes	0.38	$16	Not a benefit
H0043	Supported housing, per diem	0.13	$6	Not a benefit

H0044	Supported housing, per month	2.68	$116	Not a benefit
H0047	Alcohol and/or other drug abuse services; not otherwise specified	0.99	$43	Code is manually priced
H2000	Comprehensive multidisciplinary evaluation	1.59	$69	
H2011	Crisis intervention service, per 15 minutes	1.16	$50	$12.00
H2012	Behavioral health day treatment, per hour	0.72	$31	
H2014	Skills training and development, per 15 minutes	0.79	$34	
H2015	Comprehensive community support services, per 15 minutes	0.13	$6	Not a benefit
H2016	Comprehensive community support services, per diem	3.12	$135	Not a benefit
H2017	Psychosocial rehabilitation services, per 15 minutes	0.38	$16	Not a benefit
H2018	Psychosocial rehabilitation services, per diem	4.48	$194	
H2021	Community-based wrap-around services, per 15 minutes	0.38	$16	
H2022	Community-based wrap-around services, per diem	4.48	$194	Not a benefit
H2023	Supported employment, per 15 minutes	0.13	$6	
H2024	Supported employment, per diem	3.12	$135	
H2025	Ongoing support to maintain employment, per 15 minutes	0.13	$6	
H2026	Ongoing support to maintain employment, per diem	3.12	$135	Not a benefit
H2027	Psychoeducational service, per 15 minutes	0.13	$6	Not a benefit
H2032	Activity therapy, per 15 min	0.13	$6	
H2033	Multi-systemic therapy for juveniles, per 15 minutes	0.64	$28	
H2036	Alcohol and/or drug treatment program, per diem	3.56	$154	$194.02
S3005	assessment, depression	0.55	$24	$23.46
S5150	Unskilled respite care, not hospice; per 15 minutes	0.13	$6	Code is manually priced
S5151	Unskilled respite care, not hospice; per diem	3.12	$135	Code is manually priced
S9445	provider, ind	0.99	$43	$13.02
S9485	Crisis intervention mental health services, per diem	3.33	$144	Not a benefit
T1005	Respite care services, up to 15 minutes	0.22	$10	Code is manually priced
T1006	counseling	2.99	$129	Code is manually priced
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification, including vital sign monitoring	2.04	$88	$13.05
T1012	Alcohol and/or substance abuse services, skills development	0.55	$24	Not a benefit
T1013	per 15 min	0	$0	Not a benefit

T1017	Behavioral Health Targeted Case management, each 15 minutes	0.61	$26	$16.41
T1023	consideration of an individual for participation in a specified program or treatment protocol	1.37	$59	$12.85

THE CENTER for Mental Health

AUTHORIZATION FOR USE AND DISCLOSURE OF HEALTH INFORMATION

Client Name: _____ **Date of Birth:** _____ **Client #:** _____

Authorization for Use and Disclosure of Health Information: State and federal laws govern the confidentiality and protection of individually identifiable health information. Identifying information may be released to Rocky Mountain Health Plans (RMHP) for payment and encounter reporting purposes. Except in specific situations defined in various laws, protected health information may not be disclosed without written authorization.

Authorization for Use and Disclosure of Substance Abuse Information: 42 CFR Part 2 specifically protects information about drug and alcohol abuse patients. Except in specific situations defined in various laws, protected health information may not be disclosed without written authorization.

I hereby authorize, for myself or as a legal representative, to □ **Send** □ **Receive** □ **Exchange** information with the following person or agencies.

□ An individual/business (name) _____;

□ A treating provider (name/business name) _____;

□ _____, a Health Information Exchange, and all of its participants with whom I have a treating provider relationship. If the last box is checked, I understand that I am entitled, upon request, to a list of all HIE participants to whom my information was disclosed.

The Following Types of Information May Be Disclosed:

□ Assessment, Diagnosis, and Evaluations
□ All Substance Use Disorder Information
□ HIV/AIDS Information
□ Updates and Summaries
□ Medications, and Laboratory Information
□ Progress Notes
□ Service Plans
□ Billing Statements: _____
□ Dates of Service: _____
□ Other _____

The information may be disclosed for treatment, payment, health care operations, and the following purposes (check all that apply):

□ Continuity of care
□ Service planning
□ Vocational service or rehabilitation
□ At the request of the client or representative
□ Multi-agency coordination of care
□ Court or agency testimony and reports
□ Other _____
□ Other _____

Further Disclosure: Information disclosed for payment and reporting may be further disclosed by the recipient to Colorado Department of Health Care Policy and Financing (HCPF) and the Office of Behavioral Health (OBH).

Other Information About This Authorization: My ability to obtain services does not depend on signing this authorization unless a court or other authorized third party has required my treatment. Copies of this form may be used in lieu of the original. The party that discloses protected health information pursuant to this authorization cannot guarantee that recipients of the information will not further disclose to another party and that the information may no longer be protected. Disclosure of substance abuse information pursuant to this authorization must be accompanied by the notice required by 42 CFR 2.32.

Revocation: This authorization may be revoked at any time, in writing. If not revoked sooner, this authorization will expire upon discharge from treatment or two (2) years from the date it was signed, which ever first occurs.

Minors: If this authorization pertains to a child under fifteen (15) years of age, The Center for Mental Health reserves the right to restrict, limit, or refuse to release the child's health information and records if the information will be used in litigation involving a determination of the best interests of the child.

☐I intend that this document may be signed in electronic form and that my signature to this document is provided by electronic means.

_____ _____ _____

Client or Representative Signature | Date | Representative's Relationship to Client

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revised Contractor Agreement; Walter A. Sorrentino

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Contract Agreement to sit as Hearing Officer for the CBOE.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/3/2021

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

Comments:
Reviewed and approved. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 9/3/2021 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

CONTRACTOR AGREEMENT

This CONTRACTOR AGREEMENT ("Agreement") made effective this 2ND day of SEPTEMBER, 2021, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. VIRGINIA AVE., GUNNISON, CO 81230 ("Gunnison County") and WALTER A. SORRENTINO, whose address is 25587 CONIFER ROAD, SUITE 105-223, CONIFER, CO 80433 ("Contractor").

RECITALS

WHEREAS, Gunnison County sits as the County Board of Equalization ("CBOE") pursuant to C.R.S. § 39-8-101; and

WHEREAS, the CBOE pursuant to C.R.S. § 39-8-102(2)(i) has the authority to appoint independent referees experienced in property valuation to conduct hearings that review the valuations for assessment of all taxable property in the County ("Hearing Officer"); and

WHEREAS, The Contractor is experienced in property valuation and desires to provide professional services as the Hearing Officer for the CBOE, as more fully described in his proposal for services, attached and incorporated into this Agreement as Appendix A ("Services"); and

WHEREAS, Gunnison County in its role as the CBOE 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 SEPTEMBER 15, 2021 and shall terminate on NOVEMBER 1, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with fulfilling its duties as the CBOE as required by C.R.S. § 39-8-101 et. seq.

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 at SIXTY-FIVE U.S. DOLLARS PER HOUR ($65.00/hour) for Services described as billable hours in Appendix A, these billable hours specifically exclude travel time to and from Gunnison County offices at 200 E. Virginia Ave., Gunnison, CO 81230.

Travel time to and from Gunnison County offices shall be reimbursed at the 2020 IRS vehicular mileage rate of FIFTY-SIX U.S. CENTS PER MILE ($0.56/mile), with a limit on each one-way distance travelled of one-hundred and fifty miles (150 miles) as proposed in Appendix A. Gunnison County shall also reimburse Contractor for overnight stays in Gunnison that are reasonably necessary during Contractor's provision of Services. 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, if legally required, in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Professional 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, if any used in the Services provided pursuant to this Agreement, 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.

Contractor expressly acknowledges and voluntarily assumes the risk of provision of Services pursuant to this Agreement in person, including but not limited to, health risks associated with the novel coronavirus, also known as SARS-CoV-2 and its variants. All coronavirus-related injury, damage, costs and liabilities shall be the sole responsibility of Contractor and no recourse of any kind against Gunnison County shall be sought.

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.

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.

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 excluded 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. CONTRACTOR REPRESENTATIONS AND WARRANTIES.

a. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), during the property tax year in which Contractor shall be appointed as independent referee Contractor does not represent, and has not represented, any taxpayer in the county where Contractor will be appointed as an independent referee in any matter relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.

b. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), Contractor shall not represent any taxpayer who appears in any hearing before Contractor in any matter subsequent relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.

Contractor represents and warrants that all Centers for Disease Control and Prevention (CDC), federal, state, local and Gunnison County mandates regarding coronavirus preventative measures

shall be complied with during the course of this Agreement, including but not limited to, the use of face coverings and social distancing.

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 described in Section 4 above.

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 Ave.
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia Ave.
Gunnison, Colorado 81230

Contractor: Walter A. Sorrentino
25587 Conifer Rd.
Suite 105-223
Conifer, CO 80433

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 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.

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.

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

ATTEST:

_____

Deputy Clerk

CONTRACTOR

By: _____

Walter A. Sorrentino

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Household Hazardous Waste Collection Agreement; Cl

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Clean Harbors

Term Begins: 9/07/2021 **Term Ends:** **Grant Contract #:**

Summary:

Clean Harbors provides the containers, chemists, and transportation for HHW collected at our event scheduled for 10/2/2021

Fiscal Impact: $30,000 to be split 50/50 with City of Gunnison

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Budget amendment may be needed.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/2/2021

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

Comments:
Reviewed and appears legally sufficient. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 8/31/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 9/7/2021

Revised April 2015

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 26th day of August, 2021 by and between Gunnison County- Public Works Department , (hereinafter "Community"), and Clean Harbors Environmental Services, Inc., a Massachusetts corporation (hereinafter "Clean Harbors") for the collection, sorting, packaging, transportation, and/or disposal of Community's Household Hazardous Waste materials.

In consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, Community and Clean Harbors hereby agree as follows:

1. At a date and time to be specified in writing at least two weeks in advance by the Community, Clean Harbors shall have present at the following location

   1100W. Virginia Ave.
   Gunnison, CO 81230

   (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of Household Hazardous Wastes ("HHW") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said HHW for disposal in a manner which conforms to state and federal laws and regulations.

2. The Community shall provide at least one police officer to maintain order as well as an authorized representative ("Community Coordinator") at the Site to carry out Community's responsibilities during the event and to authorize changes to the services. The Community Coordinator must be present at all times during the event and will be responsible for terminating the collection program upon notification by the Site Chemist that the Contract Limit (as hereinafter defined) has been reached.

3. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than $ 30,000 (the "Contract Limit"). The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation, and disposal of HHW accepted by Clean Harbors at the site have reached the Contract Limit. The failure by Community Coordinator to terminate the collection program before the Contract Limit is exceeded, or authorization by the Community Coordinator to continue the collection program beyond the Contract Limit, shall obligate the Community to pay Clean Harbors for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. Clean Harbors shall not be obligated to accept any HHW for transportation or disposal after the Contract Limit has been reached.

4. Community agrees to pay Clean Harbors within fifteen (15) days of receipt of the invoice. Interest shall accrue at the rate of one and one half percent (1.5%) per month or at the

maximum rate allowed by law, whichever is less, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.

5. Clean Harbors shall accept only HHW for transportation and disposal from those individuals who are approved by the Community Coordinator, and in such amounts as are approved by the Community Coordinator, and shall, as necessary, collect, sort, package, and transport all HHW which it has accepted at the Site for disposal at licensed facilities. Clean Harbors shall be deemed to be the "generator" of all HHW accepted by Clean Harbors at the Site and title to all such HHW shall pass to Clean Harbors at the time of acceptance. Notwithstanding anything to the contrary, the Community hereby grants to Clean Harbors the absolute right to reject, in its sole discretion, any HHW delivered to the Site. In addition, the Community hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

6. Clean Harbors represents that, on the day of collection, it shall possess:

    a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;

    b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;

    c. A vehicle identification device for each vehicle used by Clean Harbors to transport HHW from the Site;

    d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate as a common carrier.

    e. All other state and federal permits and licenses necessary to legally transport HHW in interstate commerce.

    f. The following liability insurance providing coverage for claims for bodily injury, death, or property damage caused by the acts or omissions of Clean Harbors:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	$2,000,000
c. General Commercial Liability	$2 million per occurrence $4 million aggregate
d. Automobile	$5 million combined single limit
e. Contractor's Pollution Liability	$10 million each Claim $10 million all Claims

Clean Harbors agrees to furnish certificates to Community evidencing these inusrance coverages upon written request from Community. Clean Harbors agrees to name the Community as additional insured, limited to the provision of Services pursuant to this Agreement.
Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors - Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section 9. Notwithstanding anything to the contrary herein, should Contractor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Contractor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Contractor, such insurance shall be for the exclusive protection and benefit of Contractor and Community shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

7. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of HHW. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods. This shall include, but not be limited to, provision of copies of all waste manifests to Community, demonstrating appropriate disposal of HHW accepted at the Site.

8. Clean Harbors agrees to indemnify, save harmless and defend the Community from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Community may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

9. To the greatest extent allowed by applicable law, Community agrees that Clean Harbors' aggregate liability to Community or to anyone claiming by, through, or under Community, for any and all claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty,

equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the services, or the Site, shall be limited to Five Million Dollars ($5,000,000). Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

10. The Community shall use best efforts to assure that all HHW approved by the Community Coordinator belong to Community residents or other approved persons. The Community represents and warrants that the Community Coordinator is authorized to make decisions on behalf of the Community, including the authority to approve changes in the services and to authorize commitments and expenditures on behalf of Community. The Community further represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.

11. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents, and operations. Clean Harbors shall not represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Community. The Community, its agents or employees, the Community Coordinator, and the police officer present at the Site shall not represent, act, purport to act, or be deemed the agent, representative, employee or servant of Clean Harbors.

12. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

    To Community:
    Gunnison County-Public Works Dept.
    195 Basin Park Dr.
    Gunnison, CO 81230

    Attn: Marlene Crosby, Public Works Director

    To Clean Harbors:

    Clean Harbors Environmental Services, Inc.
    42 Longwater Drive,
    P.O. Box 9149
    Norwell, MA 02061-9149
    Attn: General Counsel (Urgent Contract Matter)

13. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or

unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.

14. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

15. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to its conflict of laws rules and each party hereby submits to the exclusive jurisdiction of the state and federal courts of the State of Colorado for purposes of any such proceeding relating to any claim or dispute arising hereunder.

16. The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

17. Nothing in this Agreement is, or shall be construed to be, a waiver , in whole or in part, by Gunnison County of governmental immunity provided by the Colorado Goverment Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

COMMUNITY	**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

Collection Event Information Sheet

Collection Date: _____ Number of Volunteers: _____

Time: _____ Number of Officers: _____

Community Coordinator Contact Information: _____

_____

EMERGENCY TELEPHONE NUMBERS

POLICE: _____

FIRE: _____

HOSPITAL: _____

Size and type of container for empty cans and trash: _____

_____

Directions:

_____

_____

_____

Other Information:

_____

_____

_____

_____

_____

_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Tincup Street Vacation Request; That portion of Laurel Street adjacent to Lots 18024, Block 14, and Lots 1-7,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This street vacation request is submitted for a portion of Laurel Street to allow Sally Kuisle to install a legally compliant on-site wastewater treatment system.

Fiscal Impact: None to County - Applicant pays fees & expenses

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Problem with whether applicant can cluster lots due to lack of common ownership under LUR and then obtain OWTS permit. Board could deny for this reason or make contingent upon proper cluster and OWTS permit. Board also may want to continue hearing to ensure HA has opportunity to be heard and should also confirm that PW sent full notice.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 9/7/2021

Revised April 2015

August 2, 2021

Marlene Crosby
Gunnison County Roads and Bridges

I am requesting that a portion of Laurel Street in Tin Cup, Colorado, be vacated.
This is a dead end portion that borders the west end of my property at 132 Laurel St., Tin Cup.
This end of Laurel St. runs into the above grade American Mt. road and is impassable due to the road elevation and a steep grade.

My neighbors, Lyle and Cheryl Rieger of Hummingbird Properties LLC, are agreeable and will be sending in their request.

The purpose of this request is to make our old septic system compliant. We were recently surprised to learn that it is in the road and the leach field extends onto the Riegers property.
I have hired Sara Bergstrom of Williams Engineering to design the new septic system. She has surveyed the situation and using my 30 feet of the vacated road is the only option.
I am willing to cluster my lots and will be starting that process.

Thank you,
Sally Kuisle
4622 47th St.
Boulder, Co.
303-829-2621

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

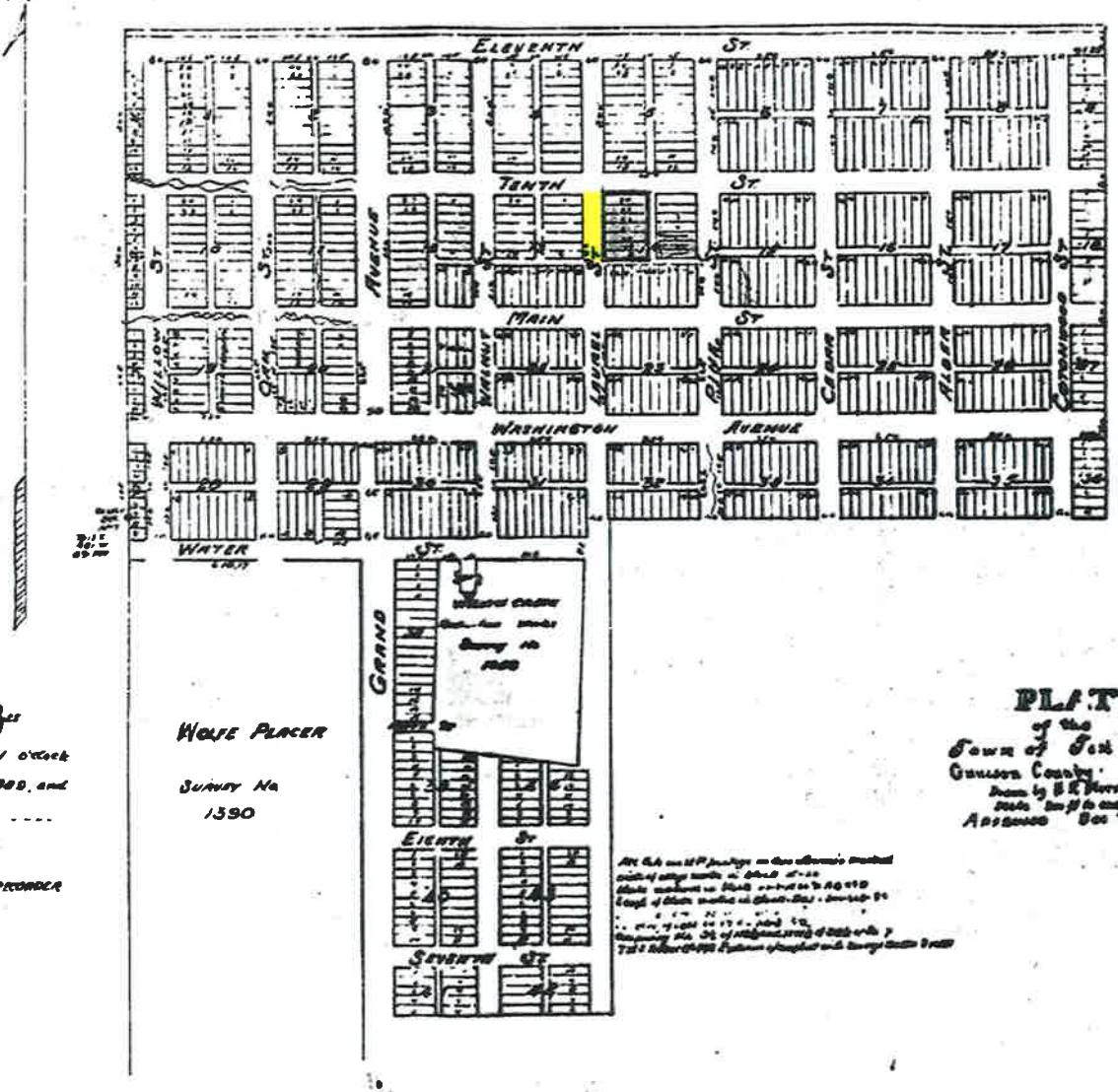
NOTICE OF PUBLIC HEARING REGARDING PETITION TO VACATE A PORTION OF A CERTAIN STREET IN THE TOWN OF TINCUP, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC) to vacate a portion of a certain street in the Town of Tincup, Colorado. The portion of the street that the petitioners seeks to have vacated is described as follows:

That portion of Laurel Street adjacent to Lots 18-24, Block 14, and Lots 1-7, Block 13, Town of Tincup, County of Gunnison, State of Colorado. The public hearing will be held on **September 7, 2021, at 8:50 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend via zoom.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 8/16/21 and 8/23/21.



STATE OF COLORADO }ss
County of Gunnison }

Filed for Record at 1 o'clock P M Dec 12 1882, and duly Recorded in Book ____ Page ____

D C Scrubner RECORDER

Dec 12th Pd

PLAT
of the
Town of Fox Cup
Gunnison County Colorado
Drawn by E K Morris Jun
Scale 8in 1 to one mile
Adopted Dec 7th 1882

I hereby certify that the foregoing is a correct representation of the Plat of The Fox Gunnison County C as approved by the Board of Trustees Thursday the Seventh day Dec A D 1882

Notarial Seal

Mayor

Recorder, in and for ... do hereby certify that ... and correct copy of ... Gunnison County in ... 1882.

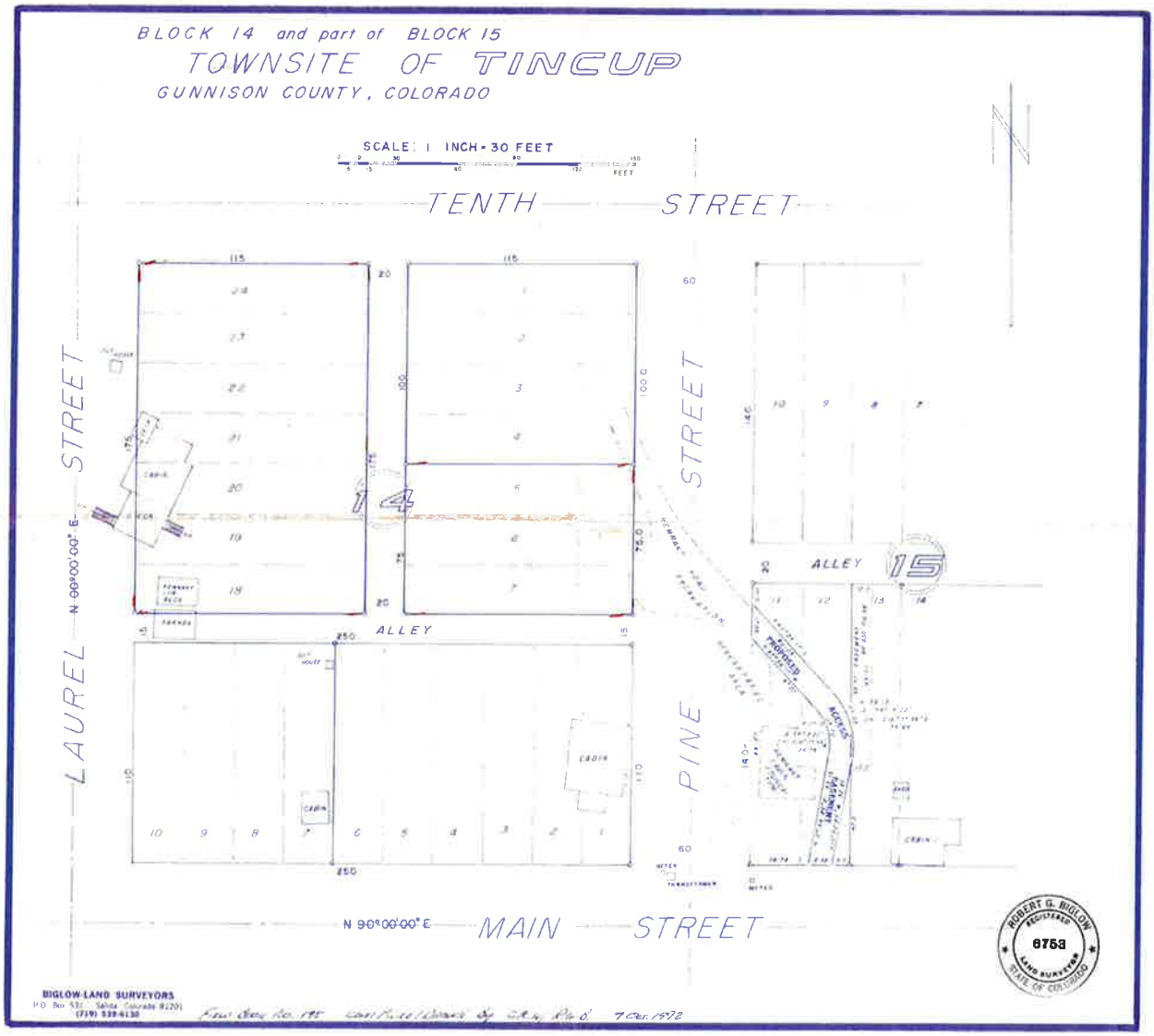
... Recorder

... Deputy

BLOCK 14 and part of BLOCK 15

TOWNSITE OF TINCUP

GUNNISON COUNTY, COLORADO



BIGLOW LAND SURVEYORS
P.O. Box 431 Salida, Colorado 81201
(719) 539-6130

Plat Book No. 195 Last Plotted/Drawn by GRH, Rev'd. 7 Oct. 1972

qPublic.net™ Gunnison County, CO

Summary

Account Number	R007759
Parcel Number	3427-074-13-002
Account Type	Residential
Economic Area	Econ Area 8
Tax District	601
Mill Levy	55.561
Property Location	132 LAUREL ST , TINCUP AREA
Neighborhood	TAYLOR PARK
LEA	TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
Subdivision	TINCUP (TOWN OF)
Condo	N/A
Legal Description	LOTS 18-24, BLOCK 14, TINCUP
Parcel Notes	N/A



View Map

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner
KUISLE SALLY S REVOCABLE TRUST
4622 47TH ST
BOULDER, CO 80301-1710

Business Name

Current Assessment Information

		2021
+	**Land Actual Value**	$42,460
+	**Building Actual Value**	$112,500
=	**Total Actual Value**	$154,960
+	**Land Assessed Value**	$3,040
+	**Building Assessed Value**	$8,040
=	**Total Assessed Value**	$11,080

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2020	$155,020	$11,080	55.561	$615.62
2019	$155,020	$11,080	54.316	$601.82
2018	$156,630	$11,270	55.788	$628.73
2017	$156,630	$11,270	56.488	$636.62
2016	$159,220	$12,670	56.272	$712.96
2015	$159,220	$12,670	55.585	$704.28
2014	$136,530	$10,860	56.853	$617.43
2013	$136,530	$10,860	50.446	$547.86
2012	$141,510	$11,260	44.797	$504.40
2011	$141,510	$11,260	44.988	$506.56
2010	$155,240	$12,360	41.575	$513.87
2009	$155,240	$12,360	40.414	$499.52
2008	$126,690	$10,080	42.029	$423.64
2007	$126,690	$10,080	36.828	$371.24
2006	$116,290	$9,250	44.434	$411.00

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land

Land Description	Land Type	Acres	Site Access	Electricty	Sewer	Water	Other Attributes
SINGLE FAM.RES.-LAND	Residential	0.462	SEASONAL	INSTALLED	ISDS SEPTIC SYSTEM INSTALLED	WELL INSTALLED	TREE TYPE - TREE

qPublic.net™ Gunnison County, CO

Summary

Account Number	R027617
Parcel Number	3427-074-12-001
Account Type	Residential
Economic Area	Econ Area 8
Tax District	601
Mill Levy	55.561
Property Location	155 LAUREL ST , TINCUP AREA
Neighborhood	TAYLOR PARK
LEA	TINCUP IMP LARGE BLDG SITE >5000 SQFT (80430)
Subdivision	TINCUP (TOWN OF)
Condo	N/A
Legal Description	LOTS 1-7, BLOCK 13, TIN CUP
Parcel Notes	LOT CLUSTER AGREEMENT AND DECLARATION #472725 RECORDED DEC 19 1998



View Map

Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.

Owner

Owner	Business Name
HUMMING BIRD PROPERTIES LLC 359 VINO TINTO LN PALISADE, CO 81526-9579	

Current Assessment Information

		2021
+	**Land Actual Value**	$42,460
+	**Building Actual Value**	$95,380
=	**Total Actual Value**	$137,840
+	**Land Assessed Value**	$3,040
+	**Building Assessed Value**	$6,820
=	**Total Assessed Value**	$9,860

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2020	$145,640	$10,410	55.561	$578.39
2019	$145,640	$10,410	54.316	$565.43
2018	$135,700	$9,770	55.788	$545.05
2017	$135,700	$9,770	56.488	$551.89
2016	$145,080	$11,540	56.272	$649.39
2015	$145,080	$11,540	55.585	$641.49
2014	$129,170	$10,280	56.853	$584.47
2013	$129,170	$10,280	50.446	$518.58
2012	$133,590	$10,630	44.797	$476.18
2011	$133,590	$10,630	44.988	$478.22
2010	$190,190	$15,140	41.575	$629.45
2009	$190,190	$15,140	40.414	$611.88
2008	$185,420	$14,760	42.029	$620.36
2007	$185,420	$14,760	36.828	$543.60
2006	$173,970	$13,840	44.434	$614.96

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land

Land Description	Land Type	Acres	Site Access	Electricty	Sewer	Water	Other Attributes
SINGLE FAM.RES.-LAND	Residential	0.462		NO			TREE TYPE - TREE

Sales and Conveyance

Sale Date	Sale Amount	Adjusted Sales Price	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type	Sale Note
9/9/2011	$0	$0	MATHEWS JAMES R ETAL	HUMMING BIRD PROPERTIES LLC		608173	QUIT CLAIM DEED - NO FEE	

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

MEMORANDUM

TO: **Century Link**
2524 Blichmann Avenue
Grand Junction, CO 81505

FROM: **Marlene D. Crosby**
Public Works Director

DATE: **August 18, 2021**

SUBJECT: **Notice of Street Vacation Request – Laurel Street, Tincup, Colorado**

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of Laurel Street adjacent to and lying within Lots 18-24, Block 14 & Lots 1-7, Block 13, Town of Tincup, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of Laurell Street would affect the utility service you provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing or via email to the Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230, dferchau@gunnisoncounty.org by **September 2, 2021**. No response will be interpreted as **no** objection to the proposal.

PHONE: (970) 641-0044 *FAX: (970) 641-8120*

GUNNISON COUNTY, COLORADO
PUBLIC WORKS DEPARTMENT
195 BASIN PARK DRIVE
GUNNISON, CO 81230

TO: **Brian Muth**
Gunnison County Electric Association, Inc.
P.O. Box 180
Gunnison, CO 81230
bmuth@gcea.coop

FROM: **Marlene D. Crosby**
Public Works Director

DATE: **August 18, 2021**

SUBJECT: **Notice of Street Vacation Request – Laurel Street, Tincup**

Enclosed is a copy of a Notice of Public Hearing and map regarding the Request to Vacate a portion of Laurel Street adjacent to and lying within Lots 18-24, Block 14 & Lots 1-7, Block 13, Town of Tincup, County of Gunnison, State of Colorado.

Please review the attached information to determine if vacation of this portion of Laurel Street would affect the utility service you currently provide to the area. Also, we want to make certain that future utility service to the area is not negatively affected.

If you have concerns, please respond in writing via mail or email to the Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230, dferchau@gunnisoncounty.org by **September 2, 2021**. No response will be interpreted as **no** objection to the proposal

PHONE: (970) 641-0044 *FAX: (970) 641-8120*

September 25, 2014

Commissioner Jonathan Houck
Gunnison County Commissioner
421 North Boulevard
Gunnison, CO 81230

RE: AMHA Property Access

Dear Commissioner Houck,

I am president of the American Mountain Homeowners Association (AMHA) within Tincup, Colorado. We are an association that presently has seven lots with cabins on properties as well as other undeveloped parcels within our boundaries. As president, part of my duties is to insure that access is maintained to all property owners. Access is gained from County property within Tincup to a private road system maintained by the AMHA. The streets owned by the County within Tincup that could directly affect AMHA's access are Road 765, Tenth Street, Laurel Street and Walnut Street.

Specifically I am requesting that AMHA, with the president as the contact for the association, be notified if any activity or action is requested or contemplated that would affect the four streets listed above in any way. This could include such things as: request for vacation by adjacent property owners, street closures, selling or modifying the bounds of the streets rights-of ways, etc.

It is our request that this letter stay on file and be accessible those departments and individuals within the County should anything come up as described above.We sincerely thank you for honoring this request. Please feel free to contact me if you need anything further or have questions.
I may be contacted at the following:
E-mail:
gingrif@gmail.com
Summer address:
228 American Mountain Road
TinCup, CO 80121(970) 641-314OrWinter Address:65777 E Mesa Ridge CT
Tucson, AZ 85739
(520) 818-0774
Sincerely,

Ginger Riffel
President, American Mountain Homeowners Association

2016 Colorado Revised Statutes
Title 43 - Transportation
Highways and Highway Systems
Article 2 - State, County, and Municipal Highways
Part 3 - Vacation Proceedings: Roads, Streets, and Highways
§ 43-2-303. Methods of vacation

Universal Citation: CO Rev Stat § 43-2-303 (2016)

(1) All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods:

(a) The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statutes of the state of Colorado.

(b) The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town.

(c) If such roadway constitutes the boundary line between two counties, such roadway or any part thereof may be vacated only by the joint action of the boards of county commissioners of both counties.

(d) If said roadway constitutes the boundary line of a city or town, it may be vacated only by joint action of the board of county commissioners of the county and the duly constituted authority of the city or town.

(2) (a) No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road.

(b) If any roadway has been established as a county road at any time, such roadway shall not be vacated by any method other than a resolution approved by the board of county commissioners of the county. No later than ten days prior to any county commissioner meeting at which a resolution to vacate a county roadway is to be presented, the county commissioners shall mail a notice by first-class mail to the last-known address of each landowner who owns one acre or more of land adjacent to the roadway. Such notice shall indicate the time and place of the county commissioner meeting and shall indicate that a resolution to vacate the county roadway will be presented at the meeting.

(c) If any roadway has been established as a municipal street at any time, such street shall not be vacated by any method other than an ordinance approved by the governing body of the municipality.

(d) If any roadway has been established as a state highway, such roadway shall not be vacated or abandoned by any method other than a resolution approved by the transportation commission pursuant to section 43-1-106 (11).

(e) Paragraphs (b), (c), and (d) of this subsection (2) shall not apply to any roadway that has been established but has not been used as a roadway after such establishment.

(f) If any roadway is vacated or abandoned, the documents vacating or abandoning such roadway shall be recorded pursuant to the requirements of section 43-1-202.7.

(3) In the event of vacation under subsection (1) of this section, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances.

(4) Any written instrument of vacation or a resubdivision plat purporting to vacate or relocate roadways or portions thereof which remains of record in the counties where the roadways affected are situated for a period of seven years shall be prima facie evidence of an effective vacation of such former roadways. This subsection (4) shall not apply during the pendency of an action commenced prior to the expiration of said seven-year period to set aside, modify, or annul the vacation or when the vacation has been set aside, modified, or annulled by proper order or decree of a competent court and such notice of pendency of action or a certified copy of such decree has been recorded in the recorder's office of the county where the property is located.

Disclaimer: These codes may not be the most recent version. Colorado may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

2.9 Deletions from the Road System

2.9.1 Abandonment

A. Abandoned State Highway. When a portion of a state highway is relocated and, because of such relocation, a portion of the route as it existed before such relocation is, in the opinion of the State Transportation Commission, no longer necessary as a State Highway, such portion shall be considered as abandoned. If it appears that the abandoned portion is necessary for use as a public highway, street or road, or other public purpose the abandoned portion shall become a County road, upon adoption of a resolution to that effect by the Board. Such resolution shall be adopted within ninety days after such abandonment. If the portion of the road is not needed for a public purpose, title to it shall revert to the owners of the land through which such abandoned portion may lie subject to the provisions of state law.

B. Abandoned County Roads. A County road shall be abandoned only when a portion of the County Road System is relocated and because of such relocation a portion of the route as it existed before such relocation is, in the written and recorded opinion of the Board, or no longer needed for a public purpose; in such a case, such portion shall be considered as abandoned, and title to it shall revert to the owners of the land through which such abandoned portion may lie, subject to the provisions of state law.

2.9.2 Policy and Procedures Regarding Vacation of County Road or Public Road Under County Jurisdiction

A. Purpose.

The purpose of this section is to establish standards and a uniform process by which the Board will act on request to vacate a county road or public road under county jurisdiction.

It is the intent of the Board in adopting this section to exercise the Board's authority pursuant to, among other statutes, C.R.S. 43-2-301 et. seq.

On occasion, vacation of all or a portion of a county road or public road under county jurisdiction may be warranted due to specific circumstances or changes in traffic or development patterns. In those limited circumstances, the Board has discretion, but no obligation, to vacate all or a portion of a county road or public road under county jurisdiction. No such road shall be vacated so as to leave any parcel adjoining such road without an established public road connecting said parcel with another established public road.

The applicant for a vacation shall bear the burden to prove to the Board that the request meets the criteria of C.R.S. 43-2-301 et. seq. and these Standards and Specifications.

This wisdom of granting a vacation is a matter committed to the discretion of the Board and is not controlled by any one factor. In determining whether to grant a request to vacate all or a portion of a county road or public road under County jurisdiction, the Board of shall consider the following criteria:

1. Requirements of C.R.S. 43-2-301 et. seq.;
2. Consistency with any comprehensive plan adopted by Gunnison County;
3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly;
4. Not disruptive to existing travel modes;
5. Changed conditions in traffic or development patterns;
6. Anticipated conditions in traffic or development patterns;
7. No adverse impact to natural environment;
8. Community needs;
9. Public health, safety and welfare;
10. No conflict with other established County roads or public roads under County jurisdiction;
11. No increased risk to emergency services personnel;
12. Benefits outweigh detriments;
13. Public benefits; and
14. Effect on maintenance of structures deemed necessary by the County.

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive
GUNNISON, CO 81230
970-641-0044

TO: **Board of County Commissioners**
Matthew Birnie, County Manager
Matthew Hoyt, County Attorney

FROM: **Marlene Crosby, Public Works Director** Marlene

DATE: August 30, 2021

SUBJECT: **Tincup Street Vacation**

Sally Kuisle and Lyle & Cheryl Rieger (Humming Bird Properties, LLC) have requested the vacation of a portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13 in the Town of Tincup. Several maps have been included for your review. They include a portion of the Tincup Town Plat, and a section of a survey done by Biglow-Land Surveyors that identifies the Kuisle property and improvements.

The utility providers in the area were notified of the vacation request. We have not received any comments from Century Link or from Gunnison County Electric.

Adjacent neighbors were notified and a copy of the certified mailing notices and green receipt cards will be provided later in the week. We have not received any calls or messages from adjacent property owners. We have received several calls from Roger Sauerhagen and a letter from Ginger Riffel, the President of the American Mountain Homeowner's Association. They are concerned about impacts on their access if their current access status changes. At the meeting we can discuss the other options they have to access 10th Street including Walnut Street.

I have included a copy of the 2016 Colorado Revised Statutes that includes Methods of vacation. In addition, I have included Section 2.9.2 of the County Road and Bridge Standards for New Construction which establishes street vacation policy and procedures. This section lists the criteria that the Board shall consider:
#1 – C.R.S. 43-2-301 et.seq;
#2 – N/A
#3 – No access is restricted; This will need to be discussed as indicated in the paragraph above;
#4 – No disruption;
#5 – No change in traffic;
#6 – N/A

#7 – No adverse impacts to the natural environment;
#8 – N/A
#9 – Sally Kuisle is clustering her lots, which is encouraged by the County, and the street vacation will allow her to have a new compliant on-site wastewater treatment system;
#10 - No conflicts with established County roads or public roads under County jurisdiction- American Mine access is a private road;
#11 – This street vacation does not change emergency access;
#12 – Benefits do outweigh detriments;
#13 – Approved on-site wastewater treatment systems enhance groundwater quality which is a public benefit.
#14 – There is no effect on maintenance.

The Public Works Department recommends approval of this vacation request.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-____

A RESOLUTION VACATING A CERTAIN PORTION OF LAUREL STREET LYING WITHIN THE TOWN OF TINCUP, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate a certain portion of Laurel Street lying within the Town of Tincup, County of Gunnison, State of Colorado described as follows:

> That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

WHEREAS, the vacation of the above described portion of Laurel Street lying within the Town of Tincup, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of Laurel Street lying within the Town of Tincup; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of Laurel Street lying within the Town of Tincup, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

> That portion of Laurel Street adjacent to Lots 18-24, Block 14 and Lots 1-7, Block 13, Town of Tincup, County of Gunnison County, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portion of Laurel Street lying within the Town of Tincup shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. This Resolution.

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

Kuisle Street Vacation
Adjacent Owners

1. Ivan & Christy Jackson
PO Box B
Mexia TX 76667-1255

& Gerald Mack
698 W Fannin St
Uvalde TX 78801-3200

2. Eugene & Karyl Rickard
9202 Fanchon Dr.
Zionsville IN 46077-9107

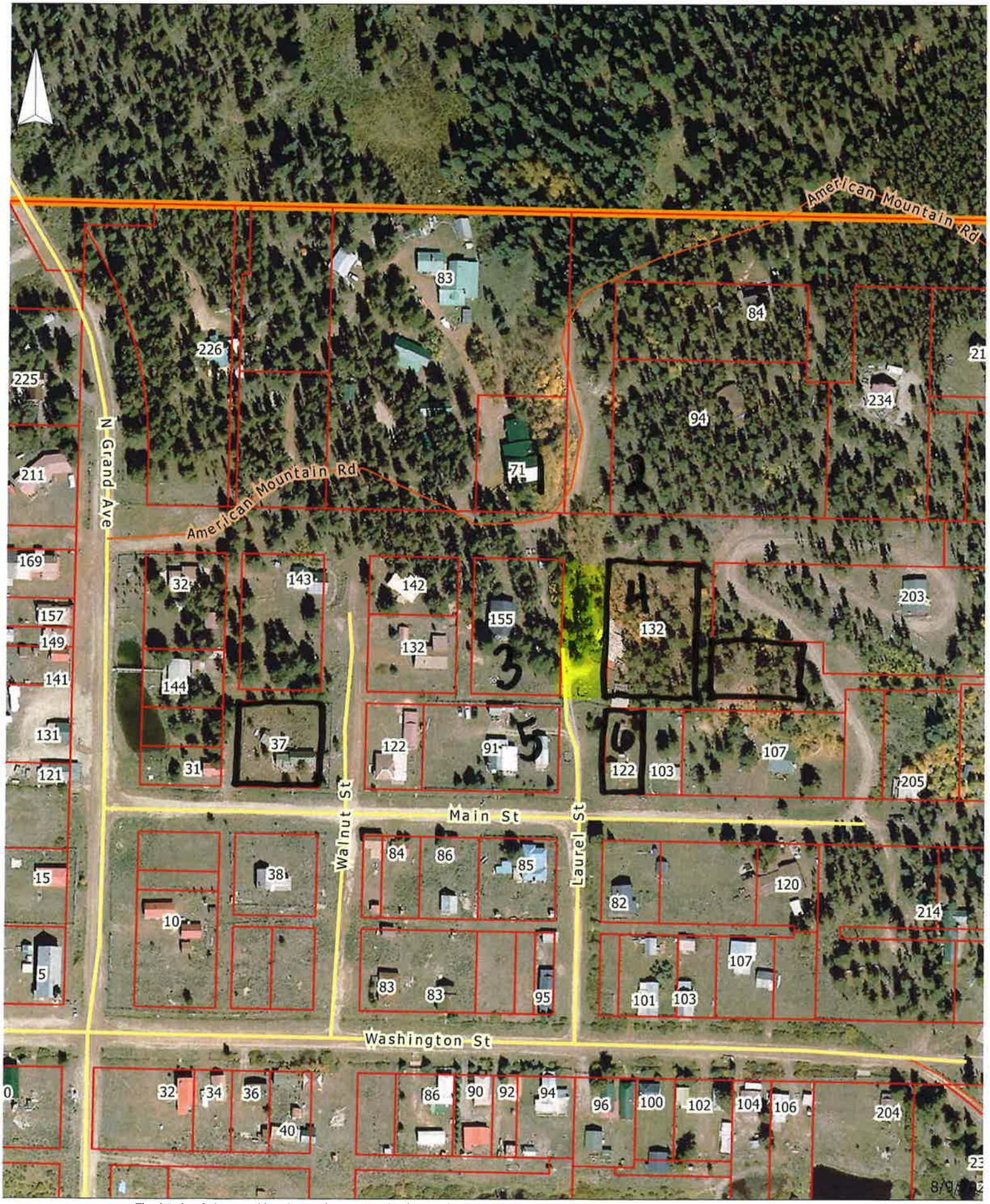
3. Hummingbird Properties, LLC
359 Vino Tinto Lane
Palisade CO 81526-9579

4. Kuisle (Applicant)

5. William E Coburn II
POB 901
Crested Butte CO 81224

6. Kuisle (Applicant)

641-7083 – Tincup 14 owners.



The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data

Recording requested by:
James R Mathews, Carole J Mathews, Lyle W Rieger, Cheryl D Rieger

For recorder's use only

and when recorded, please return this deed and tax statements to:
Humming Bird Properties, LLC
6536 Vesuvius Road
Evergreen, CO 80439-5307

S Dominguez Gunnison County, CO 608173
09/09/2011 03:36 PM Pg: 1 of 2
319 R: $16.00 D: $0.00

Escrow No.:

Title Order No.:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on September 9, 2011, between James R Mathews, Carole J Mathews, Lyle W Rieger and Cheryl D Rieger ("Grantor") whose address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307 and Humming Bird Properties, LLC ("Grantee") a Limited Liability Company organized and existing under the laws of the State of South Dakota whose mailing address is 6536 Vesuvius Rd, Evergreen, CO 80439-5307.

FOR A VALUABLE CONSIDERATION, in the amount of One DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to Grantee, all right, title, interest and claim to the plot, piece or parcel of land, with all the buildings, appurtenances and improvements thereon, if any, located at 154 Laurel Street, in the City of Tincup, County of Gunnison, State of Colorado described as follows:

LOTS 1 – 7 BLOCK 13 TINCUP B682 P551 #472725

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto Grantee, Grantee's heirs, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, successors and/or assigns shall have claim or demand any right or title to the property described above, or any of the buildings, appurtenances and improvements thereon.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on September 9, 2011.

James R Mathews Grantor

Carole J Mathews Grantor

Lyle W Rieger Grantor

Cheryl D Rieger Grantor

S Dominguez Gunnison County, CO 608173
09/09/2011 03:36 PM Pg: 2 of 2
319 R: $16.00 D: $0.00

State of Colorado }
County of } ss.
Gunnison

The foregoing instrument was acknowledged before me this 9th day of September, 20 11,
by James Mathews, Cenk Mathews, Lyle Riegn + Cheryl Riegn. (if by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the president or other officers of such corporation, naming it). If acknowledgment is taken by a notary public, the date of expiration of his commission shall also appear on the certificate.
Witness my hand and official seal.

Allison D. West
Notary Public

My commission expires:

NOTARY PUBLIC
ALLISON D. WEST
STATE OF COLORADO

My Commission Expires 09/04/2013

K Simillion Gunnison County, CO
5/4/2016 11:22:44 AM
388

639224
Page 1 of 1
R 11.00 D 0.00

WHEN RECORDED RETURN TO:
RUSSELL LOMBARDY II, ESQ.
450 MAIN STREET
LONGMONT, CO 80501

SPECIAL WARRANTY DEED

Sally S. Kuisle, whose address is 4622 47th Street, Boulder, Colorado, 80301, of the County of Boulder and the State of Colorado, Grantor, for the consideration of ten dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time), Grantee, 4622 47th Street, Boulder, Colorado, 80301, the following real property located in the County of Gunnison, State of Colorado, to wit:

Lots 5, 6 and 7, Block 14, and Lots 18 through 24, both inclusive, Block 14, TOWN OF TINCUP, County of Gunnison, State of Colorado.

Subject to a right of way as reserved in United States Patent recorded in Book 115 at Page 353.

TOGETHER with all and singular and hereditaments and appurtenances thereunto belonging, or in anyway appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND HOLD the said premises above described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for their selves and their successors and assigns, do covenant and agree that they shall and will warrant and forever defend the above premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s), subject to easements, reservations, restrictions, covenants and rights of way of record, if any.

Sally S. Kuisle — Date: 4/18/16

Sally S. Kuisle

State of Colorado)
County of Boulder) ss.

I, Daniel Scott Swanson, a Notary Public of said State and County, do hereby certify that Sally S. Kuisle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 18 day of April, 2016. My commission expires: 3-4-2017

Notary Public

DANIEL SCOTT SWANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134014070
MY COMMISSION EXPIRES MARCH 4, 2017

7019 0700 0002 1570 4861

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Mexia, TX 76667

OFFICIAL USE

Certified Mail Fee $3.60
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $0.55
Total Postage and Fees $5.90

Postmark Here
BOULDER CO 80301
WALMONT STATION
AUG 2021
08/19/2021

Sent To Jacksons
Street and Apt. No., or PO Box No. POB. B
City, State, ZIP+4® Mexia, TX 76667-1255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4793

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Zionsville IN 46077

OFFICIAL USE

Certified Mail Fee $3.60
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $0.55
Total Postage and Fees $5.90

Postmark Here
BOULDER CO 80301
WALMONT STATION
AUG 2021
08/19/2021

Sent To Rickards
Street and Apt. No., or PO Box No. 9202 Fanchon Dr.
City, State, ZIP+4® Zionsville, In. 46077-9107

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1490 2527

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Uvalde TX 78801

OFFICIAL USE

Certified Mail Fee $3.60
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $0.55
Total Postage and Fees $5.90

Postmark Here
BOULDER CO 80301
WALMONT STATION
AUG 2021
08/19/2021

Sent To G. Mack
Street and Apt. No., or PO Box No. 698 W. Fannin St.
City, State, ZIP+4® Uvalde, TX 78801-3200

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4854

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Crested Butte CO 81224

OFFICIAL USE

Certified Mail Fee $3.60
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $0.55
Total Postage and Fees $5.90

Postmark Here
BOULDER CO 80301
WALMONT STATION
AUG 2021
08/19/2021

Sent To W. Coburn
Street and Apt. No., or PO Box No. POB 901
City, State, ZIP+4® Crested Butte, 81224

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 1570 4809

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Pueblo CO 81004

OFFICIAL USE

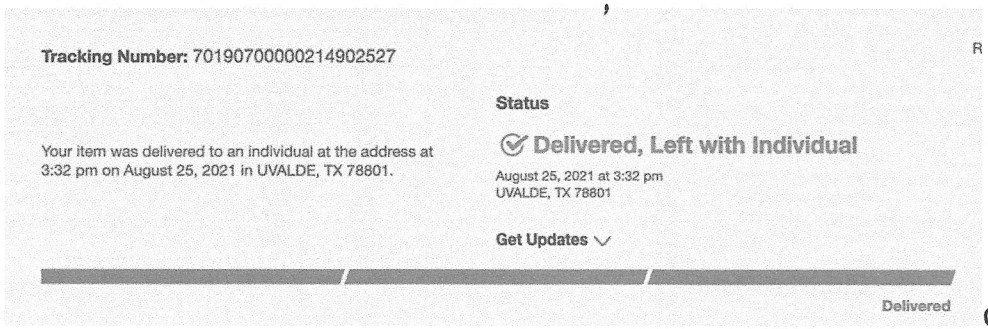
Certified Mail Fee $3.60
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $0.55
Total Postage and Fees $5.90

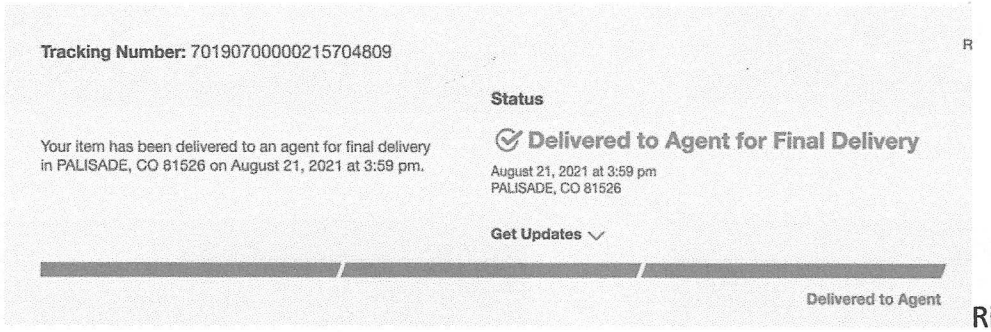
Postmark Here
BOULDER CO 80301
WALMONT STATION
AUG 2021
08/19/2021

Sent To Hemming B. Prop LLC
Street and Apt. No., or PO Box No. 359 Vino Tinto Lane
City, State, ZIP+4® Pueblo, Co. 81826-9519

USPS Certified Mail Receipts for Sally Kuisle/ Laurel St. Vacation in Tin Cup



G. Mack



Riegers



Coburns



Jacksons



Rickards, I have email them the packet of information, since this is still in transit.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat and Declaration; Alpine Court Townho

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Alpine Court Townhome Plat
Lot RNT-1, Skyland River Neighborhood

Fiscal Impact:

Submitted by: Beth Baker **Submitter's Email Address:** bbaker@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: 8/26/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 9/7/2021

Revised April 2015

August 24, 2021

RE: LUC-21-00037
Alpine Court Townhomes- Townhome Plat

Law of the Rockies representing Hunter Family Real Estate, LTD., has applied to record a Townhome plat for Lot RNT-1 in Skyland.

- The County Attorney's office has reviewed and approved the plat
- The HOA has approved the townhomes
- The structure has a Certificate of Occupancy, issued by Gunnison County
- Gunnison County Property Taxes are current
- The plat will be recorded with a party wall agreement

You may review the file:

https://permitdb.gunnisoncounty.org/citizenaccess/
Projects
Application number – LUC-21-00037
Click on application
Attachments
View

Thank you,

Beth Baker
Gunnison County Community and Economic Development

PARTY WALL AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ALPINE COURT TOWNHOMES

This Party Wall Agreement and Declaration of Covenants, Conditions, Restrictions and Easements for Alpine Court Townhomes ("Declaration") is made this 20th day of August, 2021, by Hunter Family Real Estate, Ltd., a Texas limited partnership ("Declarant"), concerning Units A and B of the Alpine Court Townhomes according to the plat of Alpine Court Townhomes ("Plat"), recorded in the real property records of Gunnison County, Colorado at Reception No. _____ ("Property").

RECITALS

A. Declarant is the owner of the Property.

B. Declarant has caused to be constructed on the Property a building containing two contiguous residential dwellings (the "Building").

C. Declarant deems it desirable to establish covenants, conditions, restrictions, easements, and other provisions of this Declaration with respect to the use, occupancy, and enjoyment of the Property that shall be binding on any and all owners of Unit A and Unit B ("Owner" or "Owners").

NOW THEREFORE, to further the general purposes herein expressed, Declarant does hereby publish and declare that the following covenants, conditions, restrictions, easements and other provisions shall run with the land, shall be a burden and a benefit to Declarant and to each person and entity having any interest in any part of the Property, and each of their respective heirs, personal representatives, executors, administrators, devisees, successors and assigns.

ARTICLE 1. UNITS.

1.1. Units. The Owner of a Unit shall own in fee simple the area shown as the "Unit" on the Plat, including the exterior and interior elements of the portion of the Building that is located on such Unit, and all other improvements, including without limitation, buildings erected thereon and the ground underneath, and all improved and unimproved land within the Unit. The Units are not condominiums and ownership of a Unit includes the underlying real estate.

1.2. Restrictions on Subdivision, Partition, and Encumbrance. Each Unit and any easements appurtenant to a Unit shall together comprise one Unit, and shall be inseparable and shall be conveyed, devised or encumbered only as a Unit. No Unit may be further subdivided or partitioned. The Unit Owner shall have the right to grant a security interest in a Unit.

1.3. Assessments and Taxation. Each Unit shall be separately assessed for all taxes and assessments of the County of Gunnison and any other political subdivision or district having authority to tax.

1.4. Legal Description. Every instrument affecting the title to a Unit shall describe the Unit as follows:

> Unit ___ of Alpine Court Townhomes according to the Plat thereof, recorded at Reception No. _____ in the records of the Gunnison County Clerk and Recorder,
>
> County of Gunnison, State of Colorado.

Such legal description shall be sufficient for all purposes to sell, convey, transfer, and encumber or otherwise affect the Unit and interests connected to the Unit.

ARTICLE 2. USES OF UNITS; OWNERS' RESPONSIBILITIES.

2.1. Nuisance. No obnoxious or offensive activity shall be carried on within any Unit, nor shall anything be done or permitted that shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate within any Unit so as to be offensive or detrimental to the other Unit or its Owners or occupants.

2.2. Exterior Maintenance.

2.2.1. Each Owner shall maintain his or her Unit, including the exterior of any improvement on the Unit, in a clean and good condition so as not to damage the value of the other Unit. The term "good condition" shall mean that the residence is maintained in such a manner that it is suitable for habitation and in good repair. Visibly faded or cracked exterior elements are not in good repair. Leaking roofs are not in good repair. Broken windows are not in good repair. Visibly faded siding is not in good repair.

2.2.2. If the need for repair or maintenance of any Unit is caused through the negligence or willful act of an Owner, such Owner shall bear the entire cost of such repair or maintenance.

2.2.3. The Owners of both Units shall make reasonable efforts to preserve a harmonious appearance of the Units and of the landscaping on the exterior portions of the Units. No Owner shall make or permit any structural or design change, either temporary or permanent, to the exterior portions of a Unit (including a change in the color or color scheme of the exterior portion of a Unit), or construct any additional building or structure or other improvements (including artwork located on the exterior portion of a Unit) of any type or nature whatsoever, without the prior written consent of the Owner of the other Unit, which consent shall not be unreasonably withheld or delayed.

2.3. Utilities. Each Owner shall be responsible for such Owner's utilities, which are separately billed to each Unit.

2.4. Insurance.

2.4.1. Each Owner of a Unit shall provide and keep in full force and effect, at such Owner's cost, insurance covering the Unit and all other improvements on such Owner's Unit, and also covering such Owner's interest in the Party Wall, insuring against loss or damage by fire and extended coverage perils (including vandalism and malicious mischief) for the maximum insurable replacement value thereof.

2.4.2. Each Owner shall maintain a general liability policy insuring against claims for bodily injury or death or property damage occurring in, on or upon, his or her Unit including the Owner's interest in the Party Wall, in a limit of not less than $1,000,000 in respect of bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property.

2.4.3. Nothing contained in this Article shall prevent the Owners of both Units from jointly acquiring a single policy to cover any one or more of the hazards required in this Article to be separately insured against by the Owner of each Unit.

2.5. Skyland. Each Unit is also part of Skyland and is subject to all Covenants applicable thereto, and subject to all applicable rules, regulations, and guidelines of Skyland including the Declaration of Protective Covenants Skyland, Initial Filing, recorded November 17, 1981 in Book 574 at page 141 and all supplements and amendments thereto.

ARTICLE 3. EASEMENTS.

3.1. Easements for Encroachments. To the extent that any Unit encroaches on any other Unit as of the date of this Declaration, an easement for the encroachment and the maintenance of the same exists so long as the encroachment continues to exist. An encroachment may be repaired, but not enlarged.

3.2. Easements for Utilities. To the extent that any existing utilities serving one Unit cross another Unit, a perpetual non-exclusive easement is granted for the location, maintenance, and repair of such utilities, including but not limited to any water, sewer, gas, electric, telephone, and television lines shown on the Plat.

3.3. Party Wall Easement. The Owners of each Unit shall have a perpetual easement in and to that part of the other Unit on which the Party Wall is located, for party wall purposes, including mutual support, maintenance, repair, replacement, and inspection.

3.4. Driveway Easement. Each Unit has its own driveway on each side of the boundary line between Unit A and Unit B as shown on the Plat. Each Owner shall have a perpetual non-exclusive easement to use the other Unit's driveway for access and egress, but shall not park on, obstruct, block or otherwise use the other Unit's driveway in a manner that prohibits or limits the other Owner or its guests or licensees from using such Owner's driveway.

3.5. Easements Deemed Appurtenant. The easements, uses, and rights created in this Article 3 shall be appurtenant to the Units and all conveyances of and other instruments affecting title to a Unit shall be deemed to grant and reserve these easements, uses, and rights.

ARTICLE 4. PARTY WALL.

4.1. The Units share a common party wall including the footings underlying the party wall and the portion of the roof overlying the party wall (the "Party Wall"), the centerline of which is located on the common boundary line of the Building between Unit A and Unit B as shown on the Plat. Each Owner owns that part of the Party Wall from the centerline of the Party Wall extending through into each Owner's Unit.

4.2. To the extent not inconsistent with this Declaration, the general law regarding party walls and liability for damage due to negligence, willful acts, and omissions shall apply.

4.3. Any damage occurring to the Party Wall shall be promptly repaired, and the cost shall be borne in equal shares by the Owners of the Units, except that damage to the Party Wall that is occasioned by the act or the negligence of one Owner or his or her agent, invitee, or guest, or deterioration that occurs on the surface of a Party Wall that is within one Unit, shall be promptly repaired to at least its former condition and paid for by that Owner.

4.4. Each Owner has the sole responsibility of maintaining the finished surfaces of a Party Wall located within his or her Unit.

4.5. Each Owner shall have the right to enter a Party Wall to maintain the utility installations located therein, as long as he or she restores it to its original condition.

4.6. Each Owner has the right of contribution against the other Owner for negligent acts or omissions which damage the Party Wall or cause the interior of the Party Wall to be exposed to the elements.

4.7. Any insurance proceeds covering damage to the Party Wall must be applied to repair the Party Wall unless the Owners of both Units agree otherwise.

4.8. In the case of any repair work to be undertaken by an Owner on the Party Wall for which the Owner will or may seek reimbursement from the other Owner, the Owner undertaking the repair work shall notify the other Owner that reimbursement will be sought at least three (3) days in advance of the repair work (except in case of emergency), and such other Owner may arrange for inspection of the Party Wall at its own expense.

4.9. In the event an Owner neglects or refuses to pay such Owner's share of repair to a Party Wall within 35 days after receipt of a written request for payment, the Owner of the other Unit may pay the reasonable costs therefor, and shall have a lien against the non-paying Owner's Unit for the amount of such payment, plus costs, reasonable attorney's fees, and interest at the legal rate. The lien granted by this paragraph shall not be effective until a lien statement has been recorded. The lien statement must be signed by the party claiming the lien, and must

include the reasons for the lien, a description of the property against which the lien is claimed, the name of the Owner, and the amount of the lien. The lien statement shall reference this Declaration as the granting document. Foreclosure of the lien herein granted shall be in the same manner as a mortgage under Colorado law. The parties hereto hereby waive all claims to a homestead exemption.

ARTICLE 5. ROOF, FOUNDATION, AND DRIVEWAY.

5.1. Maintenance. The responsibility for maintenance of the roof, foundation, and driveway of the Units shall be borne individually by each Owner for the portion of the roof, foundation, and driveway on each Owner's side of the boundary line dividing Unit A and Unit B.

5.2. Repairs. The responsibility for the repair of the roof, foundation, and driveway of the Units shall be borne individually by each Owner for the portion of the roof, foundation, and driveway on each Owner's side of the boundary line dividing Unit A and Unit B unless the need for repair is due to the negligence or willful act of one Unit's Owner, in which case, such Owner shall pay for the entirety of the repair.

5.3. Roof or Driveway Replacement. To the extent the roof or driveway needs replacement, the cost of such replacement shall be borne equally between the Owners of both Units unless the need for replacement is due to the negligence or willful act of one Unit's Owner, in which case, such Owner shall pay for the entirety of the replacement.

5.4. Payment. In the event an Owner neglects or refuses to pay his or her share of repair or replacement of the roof, foundation, or driveway within 35 days after receipt of a written request for payment, the Owner of the other Unit may pay the reasonable costs therefor, and shall have a lien against the non-paying Owner's Unit for the amount of such payment, plus costs, reasonable attorney's fees, and interest at the legal rate. The lien granted by this paragraph shall not be effective until a lien statement has been recorded. The lien statement must be signed by the party claiming the lien, and must include the reasons for the lien, a description of the property against which the lien is claimed, the name of the Owner, and the amount of the lien. The lien statement shall reference this Declaration as the granting document. Foreclosure of the lien herein granted shall be in the same manner as a mortgage under Colorado law. The parties hereto hereby waive all claims to a homestead exemption.

5.5. Notice. In the case of any repair or replacement work to be undertaken by an Owner for which the Owner will or may seek reimbursement from the other Owner, the Owner undertaking the repair or replacement work shall notify the other Owner that reimbursement will be sought at least three (3) days in advance of the repair or replacement work (except in case of emergency), and such other Owner may arrange for inspection of the item to be repaired or replaced at its own expense.

ARTICLE 6. ENFORCEMENT.

6.1. Violations Deemed a Nuisance. Every violation of this Declaration shall be deemed to be a nuisance and is subject to all the remedies provided by law for the same, including without limitation abatement thereof.

6.2. Who May Enforce. Each Owner shall have the right to enforce, by a proceeding at law or in equity, all of the provisions of this Declaration. Failure by any Owner to enforce any provision of this Declaration shall not operate as a waiver of any such provision or the right to enforce such provision thereafter, or a waiver of any other provision of this Declaration. The prevailing party in any legal action arising under this Declaration shall be entitled to reimbursement of all costs and expenses of such action, including reasonable attorneys' fees.

ARTICLE 7. DURATION; AMENDMENT.

7.1. Duration. This Declaration shall be perpetual in duration or until terminated earlier by the written consent of all the Owners of both Units, which termination shall be evidenced by an instrument executed by all of the Owners of both Units and recorded in the Office of the Gunnison County, Colorado, Clerk and Recorder.

7.2. Amendment. This Declaration and the Plat may be amended only with the unanimous approval of all the Owners of both Units and such amendment shall be effective against the holders of mortgages and holders of deeds of trust encumbering the Units, notwithstanding the fact that such holders have not approved such amendment.

ARTICLE 8. MISCELLANEOUS.

8.1. Destruction. In the event one or more Units are destroyed or damaged to the extent that renders the Units unusable, the Owner(s) shall promptly replace the Unit(s) with a structure substantially similar to the structure prior to its destruction, unless all the Owners agree otherwise in writing.

8.2. Interpretation. This Declaration, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

8.3. Binding Effect. This Declaration shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in or to the Property or any Units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees. This Declaration is imposed for the benefit of all Owners and all future owners of Units within the Property, and to provide for the preservation of values of the Property

and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in this Declaration, all of which are for the benefit of the Property.

8.4. Jurisdiction. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Declaration or the Plat shall be the County Court or District Court of Gunnison County, Colorado.

8.5. Nothing herein shall create or be deemed to create a Common Interest Community as defined by the Colorado Common Interest Ownership Act (the "Act") at C.R.S. § 38-33.3-101 *et seq.*, and therefore, nothing in this Declaration shall be governed by the Colorado Common Interest Ownership Act.

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective on the date set forth above.

Hunter Family Real Estate, Ltd., a Texas limited partnership

By its sole manager: Hunter Real Estate Management, LLC, a Texas limited liability company

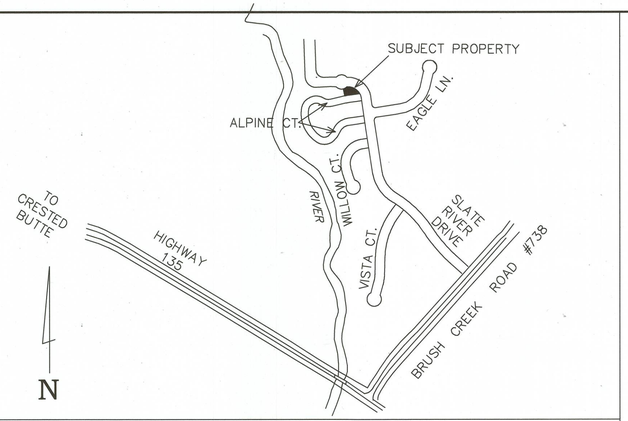
By: _____
Stewart Hunter, Manager of Hunter Real Estate Management, LLC

STATE OF Colorado)
)ss.
COUNTY OF Gunnison)

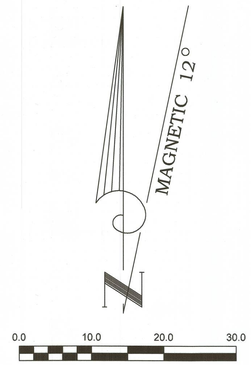
The foregoing document was acknowledged before me on this 20th day of August, 2021, by Stewart Hunter as Manager of Hunter Real Estate Management, LLC. Witness my hand and seal. My commission expires: 02-22-2024.

_____
Notary Public

ERIN A CROKE
Notary Public
State of Colorado
Notary ID # 20124010534
My Commission Expires 02-22-2024



VICINITY MAP NO SCALE

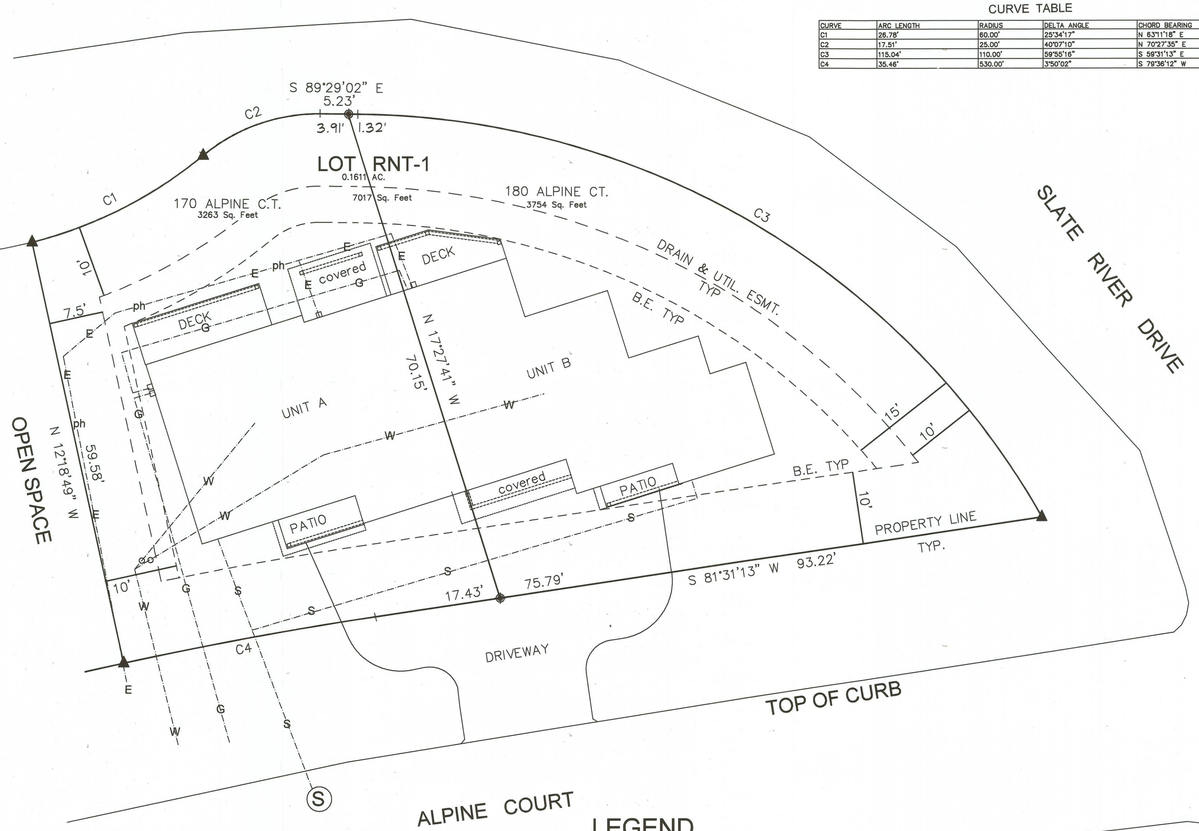


Scale 1" = 10'

PLAT OF
ALPINE COURT TOWNHOMES
LOCATED WITHIN
LOT RNT-1, SKYLAND RIVER NEIGHBORHOOD SUBDIVISION
GUNNISON COUNTY, COLORADO

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.78'	60.00'	25°34'17"	N 83°11'18" E	26.56'
C2	17.51'	25.00'	40°07'10"	N 70°27'35" E	17.15'
C3	115.04'	110.00'	59°55'16"	S 59°31'13" E	109.87'
C4	35.46'	530.00'	3°50'02"	S 79°36'15" W	35.46'



LEGEND

These standard symbols will be found in the drawing.

- Found 1" dia. plastic cap stamped: SGM
- Set 1" dia. plastic cap #35576
- Property line
- S — Sewer line
- G — Gas line
- E — Electric line
- ph — Phone line
- W — Water line

SURVEY NOTES:
1. Mathematical and easement information was obtained from the record plat of SKYLAND RIVER NEIGHBORHOOD Subdivision at reception number 473132 Gunnison County Records.
2. Underground utility locations provided by builder.

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 Hunter Family Real Estate, Ltd., a Texas limited partnership, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
2. 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 Patents recorded in Book 45 at Page 322 and recorded in Book 101 at Page 428.
3. Restrictive covenants as contained in Declaration of Protective Covenants Skyland, Initial Filing recorded in Book 574 at Page 141; and amended by instruments recorded in Book 789 at Page 710; and under Reception Nos. 473133 and 551122, and amended by Resolution recorded under Reception No. 608447.
4. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Skyland, Initial Filing recorded under Reception No. 363852; the Replat of portions of Skyland Initial Filing recorded under Reception No. 373701 and the corrected Plat recorded under Reception No. 461594; and the Amended Plat of portion of Skyland recorded under Reception No. 473132.
5. Terms, conditions, and provisions contained in Certification recorded in Book 576 at Page 164 and Supplemental Certification recorded in Book 595 at Page 76.
6. Terms, conditions, provisions, burdens and obligations as set forth in Tap Purchase Agreement recorded in Book 610 at Page 349.
7. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Deed recorded in Book 610 at Page 600.
8. Terms, conditions, provisions, burdens and obligations set forth in Development Agreement recorded In Book 631 at Page 625.
9. 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 in Book 785 at Page 323 and re-recorded in Book 787 at Page 103.
10. Terms, conditions and provisions of Resolution No. 34, Series 1996 by the Board of County Commissioners of Gunnison County recorded in Book 787 at Page 215.
11. Terms, conditions, provisions, burdens and obligations as set forth in Agreement Respecting Development recorded in Book 789 at Page 905.
12. Restrictive Covenants 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 Special Covenants of Skyland River Neighborhood recorded under Reception No. 473134; and Amendments of Affordable Housing Guidelines Special Covenants of Skyland River Neighborhood recorded under Reception No, 521551; Amendment to Special Covenants of Skyland River Neighborhood recorded under Reception No. 521552; and Board of County Commissioners of Gunnison County Resolution No. 2006-07 recorded under Reception No. 562007.
13. Terms, conditions, provisions, burdens and obligations as set forth in Skyland River Neighborhood Amended Plat of Portions of Affordable Housing Deed Restriction recorded under Reception No. 473135 and Amendment recorded under Reception No. 487863; and in Amendment to Special Covenants and Affordable Housing Deed Restriction of Skyland River Neighborhood recorded under Reception No. 569719; and Certification recorded under Reception No. 591198; and Ratification of Amendment for Special Covenants and Approval recorded under Reception No. 591231; and Ratification recorded under Reception No. 591232; and the Certificate of Compliance recorded under Reception No. 603224.
14. Terms, conditions, provisions, burdens and obligations contained in Development Improvements Agreement recorded under Reception No. 473137.
15. 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 under Reception No. 518492.
16. Terms, conditions and provisions of Board of County Commissioners of Gunnison County in Resolution No. 33, Series 2002 approving changes in Special Covenants to the Skyland River Neighborhood, affecting single family affordable housing units recorded at Reception No. 521308.
17. Terms, conditions, and provisions contained in Resolution concerning the size of construction of residential units within Skyland Properties recorded under Reception No. 539138 and re-recorded under Reception No. 539537.
18. Terms, conditions, provisions, burdens and obligations as set forth in Skyland Metropolitan District Special District Public Disclosure recorded under Reception No. 630679.
19. Terms, conditions, provisions, burdens and obligations as evidenced by Memorandum Regarding a Resolution of the Board of Directors of Skyland Metropolitan District concerning the imposition of various fees, rates, penalties and charges recorded under Reception No. 631158.
20. Distribution utility easements (including cable TV).
21. Those specifically described rights of third parties not shown by the public records of Grantee has actual knowledge and which were accepted by Grantee.
22. Any special assessment if the improvements were not installed as of March 16, 2018.
23. Inclusion of the property within any special taxing district.

Dated this 30th day of June, 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

I, Kurt Olson, being a registered Land Surveyor in the State of Colorado do hereby certify that this plat and survey of ALPINE COURT TOWNHOMES was made by me and under my supervision and is accurate to the best of my knowledge, that the improvements as constructed conform substantially to this map.

dated this 19th day of Aug., 2021

Land Surveyor
Colorado registration number 35576

COLORADO REGISTERED KURT OLSON 35576 PROFESSIONAL LAND SURVEYOR

Meridian Design 970-275-9069

GENERAL NOTES:

a. Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraints at all times. This restriction may be enforced by Gunnison County at the expense of the owner.

b. Colorado's fence out requirements. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

c. Irrigation ditch maintenan ce. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank."

DEDICATION

Hunter Family Real Estate, Ltd., being the owner of .1611 acres of land legally described as Lot RNT -1, Skyland River Neighborhood, according to the Amended Plat of Portions of Skyland as recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado, under the name of ALPINE COURT TOWNHOMES, 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 townhome units 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.

20th day of August, A.D. 2021

Hunter Family Real Estate, Ltd., a Texas limited partnership

By:
Hunter Real Estate Management, LLC, a Texas limited liability company

By:
Stewart Hunter, Manager of Hunter Real Estate Management, LLC

The foregoing instrument was acknowledged before me this 20 day of August A.D. 2021 by Stewart Hunter, Manager of Hunter Real Estate Management, LLC.

My commission expires: 02-22-2024
Witness my hand and official seal:

Notary Public (seal)"

ERIN A CROKE
Notary Public
State of Colorado
Notary ID # 20124010534
My Commission Expires 02-22-2024

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of ALPINE COURT TOWNHOMES 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.

Gunnison County Board of County Commissioners

By: _____
_____Chairperson,

Attest:

_____
Gunnison County Clerk and Recorder

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___ day of _____, A.D. 2021, Reception No. _____, Time_____, Date_____.

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; CB Land Trust; Kikel Lot 3 Acquis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte Land Trust

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

Summary:

Acquisition and conservation easement on Kikel Lot 3 on Smith Hill Rd

Fiscal Impact: $123,700

Submitted by: Mike Pelletier **Submitter's Email Address:** mpelletier@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Funds are available for this item.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/2/2021

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

Comments:
Reviewed and approved as submitted after updates. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 9/1/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10 minutes

Agenda Date: 9/7/2021

Revised April 2015

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: September 7, 2021

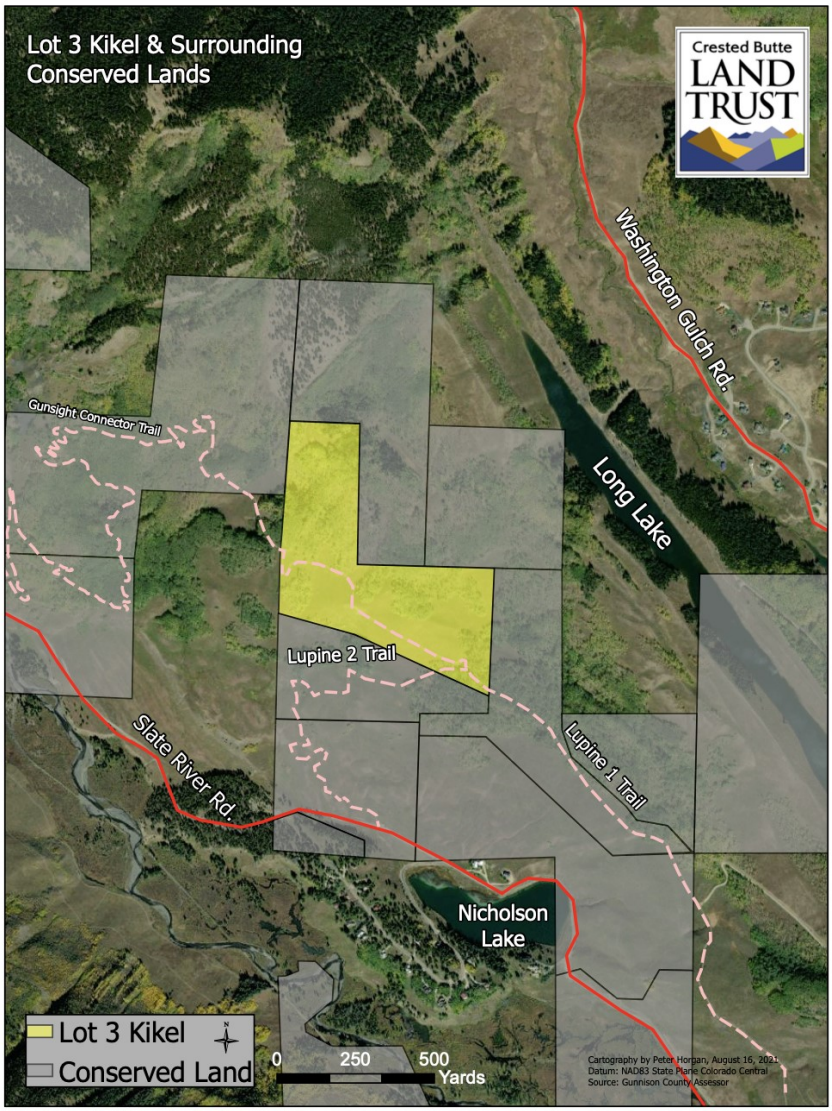
RE: Conservation easement grant agreement

The Gunnison Valley Land Preservation Board approved funding for the Kikel Lot 3 land purchase and conservation easement project for the Crested Butte Land Trust (CBLT) at their August 12, 2021 meeting. The grant is for $123,700 and the project has not changed from what was presented to the Land Preservation Board. CBLT hopes to close on the project this fall and the Land Preservation fund has the money available.

The following summary of the project was provided by the applicant:

Kikel Lot 3

The purpose of this land protection project is to purchase the subject parcel and place a conservation easement on the land at the time of closing. The Kikel Lot 3 property is a +/- 59-acre parcel located in the upper Slate River valley, near the town of Crested Butte on the southwestern flank of Smith Hill. This parcel is Lot 3 of "Kikel Land", the last of three "Kikel" parcels on Smith Hill to be protected. The



upper Slate River valley, including the Smith Hill area, has seen significant conservation investments over the past thirty years with prominent projects such Kikel A and B, Coralhouse, and Kochevar (phases 1 through 3). Just over the ridge from the Lot 3 property is the location of the Crested Butte Land Trust's most recent fee acquisition of 120 acres at Long Lake. The conservation property ownership matrix across Smith Hill consists of parcels owned by the Crested Butte Land Trust and the Town of Crested Butte. The Land Trust holds the conservation easements on the parcels owned by the Town and the relationship reciprocates on parcels owned by the Land Trust. Many of the conservation projects in the upper Slate River valley have benefitted from generous support from the Gunnison County Land Preservation Board.

The acquisition and conservation of the Kikel Lot 3 property is needed to protect the abundance of conservation values along the southern slope of Smith Hill and throughout the upper Slate River valley. This parcel is one that meets all of the goals of local community land conservation including the protection of a big game habitat, generational cattle grazing, public recreation on the Lupine trails and scenic vistas including the iconic view of paradise divide. The parcel is visible from throughout the upper valley and is surrounded on three sides by conserved land providing a robust development buffer between the Town of Crested Butte and federal lands beyond.

The financial needs of the project are largely determined by the market value of the property. The Land Trust made a hearty attempt to purchase the parcel prior to it being listed for sale on the MLS. Within two days of the listing, the sellers received a full price offer from a buyer that expressed an interest in developing a single-family home with year-round access on a lot that was significantly enhanced by neighboring conservation easements and unencumbered by a homeowner's association. The transaction costs for the project are estimates based on the Land Trust's lean operating model which covers direct costs and a stewardship fee, but do not include staff time or operational overhead.

The primary goal of the project is to protect the parcel in perpetuity once title has been acquired. The management goals will match those of neighboring parcels which include ongoing seasonal and sustainable grazing by the Allen family, public access across the parcel and continual noxious weed mitigation across the entire Smith Hill landscape.

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Kikel Lot 3 Acquisition and Conservation Project

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Crested Butte Land Trust

Address: PO Box 2444/308 3rd St Crested Butte, CO 81224

Contact name: Jake Jones

Date: August 18, 2021

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2021, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and the Crested Butte Land Trust ("Land Trust"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. The Land Trust ("Grantee") has applied to the GVLPB for funding of a project known as Kikel Lot 3 Acquisition and Conservation Project ("Project") and more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B ("Project Summary") and Exhibit C ("Budget") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed $123,700 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

A. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver*. Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPB members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.

B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Grant Agreement.

D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts*. This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

K. *Entire Agreement*. Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of _____.

GRANTEE



_____

Crested Butte Land Trust
Jake Jones, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B - Project Summary - Narrative

The purpose of this land protection project is to purchase the subject parcel and place a conservation easement on the land at the time of closing. The Kikel Lot 3 property is a +/- 59-acre parcel located in the upper Slate River valley, near the town of Crested Butte on the southwestern flank of Smith Hill. This parcel is Lot 3 of "Kikel Land", the last of three "Kikel" parcels on Smith Hill to be protected. The upper Slate River valley, including the Smith Hill area, has seen significant conservation investments over the past thirty years with prominent projects such Kikel A and B, Coralhouse, and Kochevar (phases 1 through 3). Just over the ridge from the Lot 3 property is the location of the Crested Butte Land Trust's most recent fee acquisition of 120 acres at Long Lake. The conservation property ownership matrix across Smith Hill consists of parcels owned by the Crested Butte Land Trust and the Town of Crested Butte. The Land Trust holds the conservation easements on the parcels owned by the Town and the relationship reciprocates on parcels owned by the Land Trust. Many of the conservation projects in the upper Slate River valley have benefitted from generous support from the Gunnison County Land Preservation Board.

The acquisition and conservation of the Kikel Lot 3 property is needed to protect the abundance of conservation values along the southern slope of Smith Hill and throughout the upper Slate River valley. This parcel is one that meets all of the goals of local community land conservation including the protection of a big game habitat, generational cattle grazing, public recreation on the Lupine trails and scenic vistas including the iconic view of paradise divide. The parcel is visible from throughout the upper valley and is surrounded on three sides by conserved land providing a robust development buffer between the Town of Crested Butte and federal lands beyond.

The financial needs of the project are largely determined by the market value of the property. The Land Trust made a hearty attempt to purchase the parcel prior to it being listed for sale on the MLS. Within two days of the listing, the sellers received a full price offer from a buyer that expressed an interest in developing a single-family home with year-round access on a lot that was significantly enhanced by neighboring conservation easements and unencumbered by a homeowner's association. The transaction costs for the project are estimates based on the Land Trust's lean operating model which covers direct costs and a stewardship fee, but do not include staff time or operational overhead.

The primary goal of the project is to protect the parcel in perpetuity once title has been acquired. The management goals will match those of neighboring parcels which include ongoing seasonal and sustainable grazing by the Allen family, public access across the parcel and continual noxious weed mitigation across the entire Smith Hill landscape.

Exhibit B - Project Summary - Map

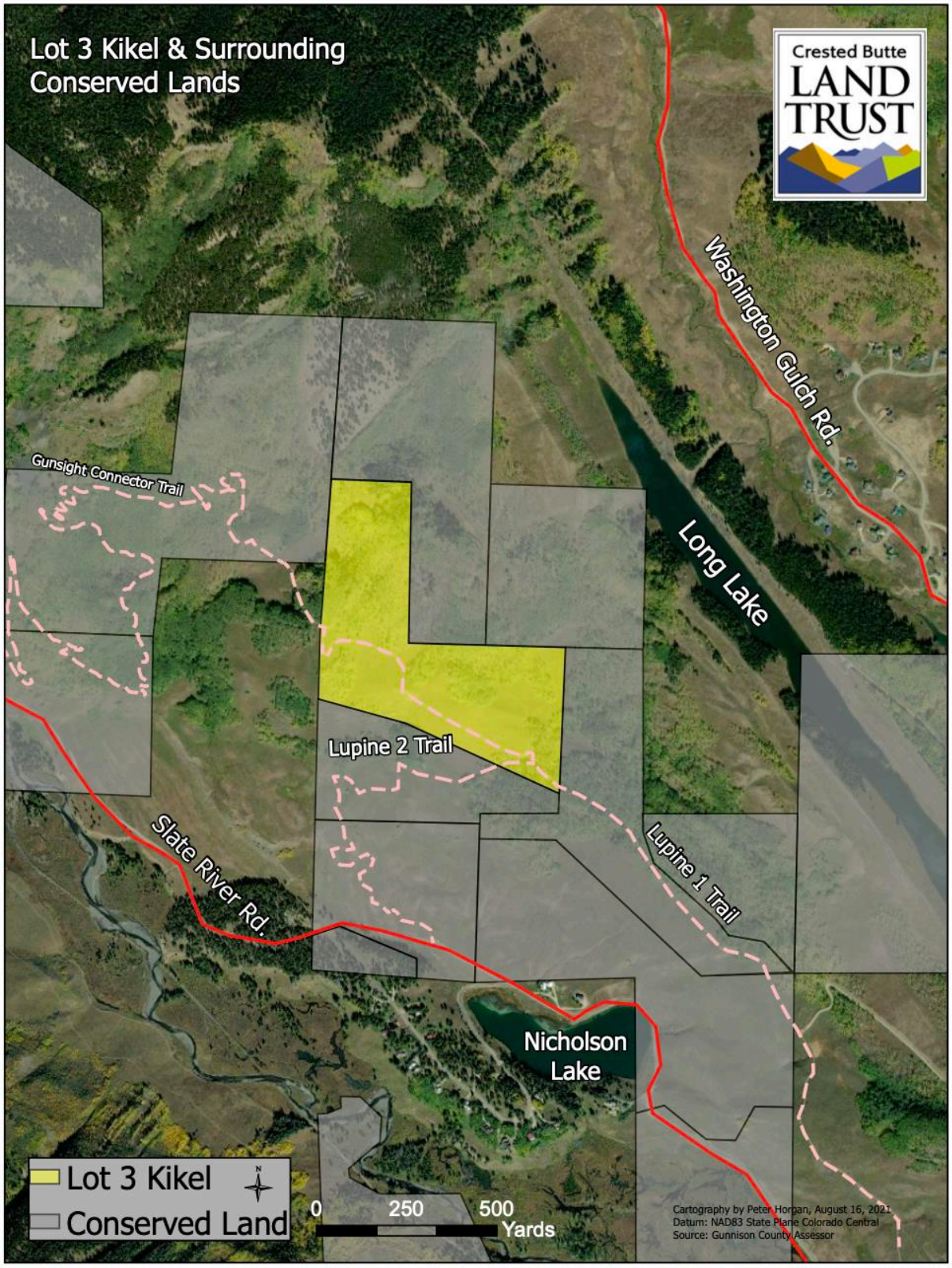


Exhibit C – Budget

Crested Butte Land Trust
Lot 3 - Kikel Land
Budget

	TOWN OF CB	1% FOR OPEN SPACE	GCLPB	CB LAND TRUST	PRIVATE	TOTAL
TRANSACTION COSTS						
Appraisal	$ -	$ -	$ 5,000.00	$ -	$ -	$ 5,000.00
Baseline Documentation	$ -	$ -	$ 5,000.00	$ -	$ -	$ 5,000.00
Title and Closing Costs	$ -	$ -	$ 3,000.00	$ -	$ -	$ 3,000.00
Environmental Assessment	$ -	$ -	$ 3,200.00	$ -	$ -	$ 3,200.00
Mineral Assessment	$ -	$ -	$ -	$ -	$ -	$ -
Legal Fees	$ -	$ -	$ 7,500.00	$ -	$ -	$ 7,500.00
Mapping/Survey	$ -	$ -	$ -	$ -	$ -	$ -
Stewardship Endowment	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
	$ -	$ 15,000.00	$ 23,700.00	$ -	$ -	$ 38,700.00
LAND ACQUISITION						
Fee Title - 59 Acres	$ 1,000,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 200,000.00	$ 1,500,000.00
TOTAL PROJECT COST	$ 1,000,000.00	$ 115,000.00	$ 123,700.00	$ 100,000.00	$ 200,000.00	$ 1,538,700.00
STATUS	**CONFIRMED**	**CONFIRMED**	**CONFIRMED**	**CONFIRMED**	**PENDING**	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Between BOCC and BLR Aerospace, LLC; for

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and BLR Aerospace, LLC

Term Begins: 08/01/2021 **Term Ends:** 7/31/2021 **Grant Contract #:**

Summary:

Authorizing BLR to conduct flight testing activities under specific terms and conditions, use of the helicopter tether test pad, and use of ARFF and other services based upon requests.

Fiscal Impact: Use of the tether test pad for entire term $2,000; Standby ARFF services $200/hr; on-site ARFF services $500/hr

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 8/12/2021

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

Comments:
Reviewed and appears legally sufficient. Remaining issues are business/policy decisions to be determined as discussed in prior work sessions.
ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 8/31/2021 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10 minutes

Agenda Date: 9/7/2021

Revised April 2015

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND BLR AEROSPACE, LLC FOR THE AUTHORIZATION OF FLIGHT TESTING ACTIVITIES, THE USE OF THE HELICOPTER TETHER TEST PAD AND PROVISION OF ARFF AND OTHER AIRPORT SERVICES

THIS AGREEMENT regarding the authorization to conduct flight testing activities, the use of the Helicopter Tether Test Pad and the provision of ARFF services at the Gunnison-Crested Butte Regional Airport ("Agreement") made as of _____, 2021 is by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO ("County") and BLR Aerospace, LLC (Company).

WHEREAS, the County owns and operates the Gunnison-Crested Butte Regional Airport ("Airport") and with the operation of the Airport provides a helicopter tether test pad and the capability of providing Index B ARFF services; and

WHEREAS, the Company desires to conduct High Altitude flight testing of the BLR Aerospace Product line and

WHEREAS, the Company has requested the use of the helicopter tether test pad and the provision of ARFF services as defined herein during the period of the test program.

NOW, THEREFORE, the County has agreed to the use of the helicopter tether test pad and to provide ARFF and other services as defined herein during the period of the flight testing and in consideration of the mutual covenants, terms and conditions herein, the County and the Company do mutually undertake and agree as follows:

1. DEFINITIONS

As used in this Agreement, defined words and terms shall have the following meanings:

1.1 "Agreement" is this Operating Agreement and use of Airport Facilities and/or Services.

1.2 "Airport" is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, whose address is 519 Rio Grande Avenue, Gunnison, Colorado 81230.

1.3 "Airport Facilities" include the Terminal and other public improvements and aeronautical facilities located at the Airport.

1.4 "Airport Manager" is the manager of the Airport as may be designated from time to time by the County.

1.5 "ARFF" is Aircraft Rescue Fire Fighting as defined under FAR Part 139.

1.6 "Employees" means Airline's officers, employees, contractors and/or agents performing activities at the Airport.

1.7 "Services" means any services, materials, articles, services or work (including any part or parts of them) to be supplied to the Company by the County.

1.8 "Company" means BLR Aerospace, LLC.

1.9 "The County" means the Board of County Commissioners of the County of Gunnison, Colorado, 200 W. Virginia Gunnison, Colorado 81230.

1.10 "Ramp" is that portion of the aircraft ramp/apron at the Airport for use by air aircraft.

1.11 "Weight" shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. TERM

The term of this Agreement shall be the period commencing on August 1, 2021 and ending July 31st, 2022 - (the "Term").

3. USE OF THE AIRPORT FACILITIES

The Company shall use the Airport Facilities to conduct High Altitude Flight Testing of the BLR Aerospace Product Line as follows:

a. Type of Testing – Low Altitude over Runway 06/24 and load testing on the helicopter tether test pad.
b. Hours of Operation – Testing, including main engine and auxiliary power unit (APU) run-up which involves the helicopter remaining within the airfield boundary, will take place not before 6:00am local time and will terminate at or before 5.00pm local time.
c. Days of Operation – Monday through Saturday with no testing on Sundays and Public Holidays for load testing on the helicopter tether test pad.

4. DESCRIPTIONS OF AIRPORT PROVIDED SERVICES

4.1 The availability to the Company of the airport's helicopter tether test pad facility together with any Company requested routine daily maintenance of the test pad i.e. dust control.

4.2 As requested by the Company, the Load Testing of the helicopter test pad anchor point to at least 45,000lbs by the Airport prior to the beginning of the test program.

4.3 The County, provided airport staffing is available, agrees to provide and at Company's sole request and discretion, on call ARFF services as follows;

a. During Low Altitude testing, one certified ARFF Officer and one ARFF Index B Truck will be available on station standby during the duration of the test.
b. During helicopter tether pad testing, one suited up certified ARFF Officer and one ARFF Index B Truck stationed at a location within the Airport determined by the Company during the duration of the test ("Services").
c. It is recognized and understood between the Company and County, that if an aircraft emergency occurs involving an aircraft other than the Company's aircraft during the times of testing, ARFF coverage will be discontinued for the duration of that emergency.

4.4 NOTAM dissemination as required.

4.5 Storage space and ground handling support (security/AOA) for any Company equipment required, in support of Company's test program to include security and AOA escort of transport vehicles and provision of available County loading vehicles.

5. COMPENSATION

5.1 In exchange for the use of the Airport facilities and provision of the Services as defined above, the Company shall reimburse the County as follows:

a. Use of the helicopter tether test pad - $2,000 for the entire duration of the term.
b. On request "station standby" ARFF Services for Low Altitude Testing - $200 per hour.
c. On request "on-site" Tether Pad Testing ARFF Services - $500 per hour.

5.2 Cost of the use of the helicopter tether test pad includes any Company requested surface preparation by Airport employees and equipment. i.e. watering down to minimize dust.

5.3 Cost of a Certified ARFF Officer and ARFF Index B Truck will be applied in 15 minute segments – i.e. $50.00 for low altitude testing and $125.00 for tether testing.

5.4 Company shall reimburse the County cost for stress and strength testing of the tether pad anchor point. The amount of reimbursement from Company to County shall be actual cost and shared cost if used with other test organizations within the same time frame.

5.5 If requested by the Company, the Airport shall for duration of the term, prepare and provide space, assist with loading/off-loading if passible and AOA/security escort for delivery and storage of any Company materials, ballast etc at helicopter tether pad site - $1,000.

5.6 If airport badging is required, the cost per badge per individual is $30.00 for AOA.

6. PAYMENT

6.1 Invoices for payment will be submitted monthly.

6.2 The Company shall pay all valid invoices for payment within 30 days of receipt.

7. CONDITIONS OF AGREEMENT

This Agreement is subject to the following conditions:

7.1 APPLICABLE LAW

a. The Agreement shall be governed by and interpreted in accordance with Colorado Law. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state of Colorado District Court governing Gunnison County, Colorado.

b. Each party hereby warrants to each other that entry into the Agreement does not and performance thereof will not in any way violate or conflict with any provision of federal or state law, statute, rule, regulation, judgment, writ, injunction, decree or order applicable to it; and that the Agreement does not conflict with or result in a breach or termination of any provision of, or

constitute a default under any mortgage, Agreement or other liability, charge or encumbrance upon any of its properties or other assets.

8. DURATION

8.1 Agreement shall be operative for the period stated under **2. TERM**. If the program cannot be completed during the stated term, the Parties shall endeavor to agree to revised dates and the Agreement may be amended accordingly.

9. INDEMNITY

9.1 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.

10. INSURANCE

10.1 The Company agrees that at all times during the Term of this Agreement, the Company shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies with Gunnison County listed as an additional insured (but the Company's insurance will not be required to pay damages for the portion of any loss caused by negligence or willful misconduct of County, its officers, employees, agents, or contractors). Within thirty (30) days of execution of this Agreement, the Company will provide insurance certificates to the County for coverages required herein which shall state that such policies shall not be materially changed or cancelled without (14) days prior notice to the Board. (If the insurance certificate fails to include such statement, then the Company agrees that it will promptly notify the County of such material change or cancellation. A "material change" is a reduction in coverage below that required by this Section 10.1). If coverage is cancelled or terminated for any reason, the County shall have no further obligation to provide services under this Agreement. Furthermore, the

County will provide copies of insurance certificates to the Company for the coverages it has in place.

a. If applicable, workers compensation insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Company during the term of this Agreement.
b. Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,093,000 each occurrence and $2,000,000 aggregate of Bodily Injury Liability and $500,000 for Property Damage Liability.
c. If applicable, comprehensive automobile liability insurance on all vehicles owned or brought to the premises by the Company, in an amount no less than one hundred fifty thousand dollars for any injury to one person in any single occurrence, and in an amount no less than six hundred thousand dollars for any injury to two or more persons in any single occurrence.

10.2 NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any other provision to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, in whole or part, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended, or as otherwise provided. The parties understand and agree that liability for claims for injuries to persons or property arising out of conduct of Gunnison County, its boards, officials and employees is controlled and limited by the provisions of section 24-10-101 et seq., C.R.S., as now or hereafter amended.

11. TERMINATION

11.1 The Company shall have the right to terminate the Agreement in whole or in part at the conclusion of the flight test program by giving the County or Company 7 days written notice whereupon all work on the Agreement shall be discontinued and the Company shall pay to the County fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss. Furthermore, in the event of termination by County, County shall pay to Company fair and reasonable compensation for on-site work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss

11.2 The Company or County shall have the right at any time by giving the County or Company written notice to terminate the Agreement immediate if:

a. The County cannot in the reasonable opinion of the Company adequately fulfill its obligations under the Agreement.

b. The Company violates the conditions of the ARFF services as requested.

c. The termination of the Agreement, however arising, will be without prejudice to the rights and obligations of the Parties, which have accrued prior to termination. The Conditions, which expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.

12. WAIVER

12.1 Failure or delay by the Company or the County in enforcing or partially enforcing any provision of the Conditions will not be construed as a waiver of any of the Company's or County's rights under the Agreement.

12.2 Any waiver by the Company or the County of any breach of, or any default under, any provision of the Agreement by the County or the Company will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

13. SEVERABILITY

13.1 If any provision of these Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidablity, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14. DISPUTE RESOLUTION

14.1 If any dispute arises out of or in connection with this Agreement ("Dispute") the Parties may seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either party will be entitled to initiate the process by written notice to the other. Any such procedure shall be held in Gunnison County, Colorado, and the laws of the state of Colorado shall apply to such Dispute.

15. ASSIGNMENT AND SUB-CONTRCTING

15.1 Neither the County nor the Company shall be entitled to assign the Agreement or any part of it without the prior written consent of the Company and County.

15.2 Sub-contracting by the County or Company shall not in any way relieve the County or Company of any of its responsibilities under the Agreement.

16. NOTICES

16.1 A notice given under, or in connection with, the Agreement must be in writing and delivered by hand or sent by first class post or by facsimile or electronic communication to the address of the Company or County.

16.2 Notice shall be deemed given:

a. if sent by post Air mail - seven business days, after posting exclusive of the day of posting)
b. if sent by facsimile or electronic communication: at the time of transmission.

17. OTHER AGREEMENTS

17.1 Company agrees to abide by and be subject to all airport (a) Minimum Standards, and (b) Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport. A copy of the County's existing rules and regulations relating to operations at the Airport are annexed to this Agreement as Exhibit 1.

18. CHANGES TO THE AGREEMENT

18.1 In the event that either Party requires a change to the Agreement, the Party requiring the change shall immediately inform the other Party in writing. Such a change shall not come into effect until a written acceptance of the proposed change, detailing any consequential amendments, is issued by one Party and accepted by the other Party by persons authorized to agree to such changes.

19. FEDERAL REQUIRMENTS, NONDISCRIMINATION.

a. The Company and County agree that in conducting its operations under this Agreement it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. The Company and County agree: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of County at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Company shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. The Company and County agree that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Company assures that it will require that its covered sub-organizations provide assurances to Company that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. The Company and County agree that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Company may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. The Company and County agree that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Company by either the County or the U.S. Government, and Company's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this Agreement. In the event of such noncompliance, the County shall have the right to terminate this Agreement and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

20. CONFIDENTIALITY

20.1 Save for information which is in the public domain (otherwise than by a breach of this Condition), or that is required to be produced under the Colorado Open Records Act or other applicable law, the County shall keep secret and not disclose any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the County by the Company or its agents and any other confidential information concerning the Company's business or its products which the County may obtain and the County shall restrict disclosure of such confidential material to such of the County's employees, agents or sub-contractors on an as need to know basis, the same for the purpose of discharging the County's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Company.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, including but not limited to, act of God or Governmental act, flood, fire, explosion, accident, act of terrorism, civil commotion, industrial dispute, or transportation or communications problem, or impossibility of obtaining materials. For the avoidance of doubt, the Parties' indemnity obligations are not excused by this Section 21.1.

21.2 Each Party hereto agrees to give forthwith to the other on becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure.

22. INDEPENDENT CONTRACTOR

a. In carrying out its obligations and activities under this Agreement, Company is acting as an independent Contractor and not as an agent, partner, joint venture or employee of Gunnison County. Company does not have any authority to bind Gunnison County in any manner whatsoever.

b. Company acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Company is obligated to pay federal and state income tax on any moneys paid it related to the services.

23. IMMIGRATION COMPLIANCE CERTIFICATION

Company certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement. Company further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement. Finally, Company certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

24. METHOD OF NOTICES

All notices or other written correspondence desired or required to be sent pursuant to this Agreement shall be sent to the respective parties as follows:

If to the County: County Manager
Gunnison County
200 W. Virginia
Gunnison, CO 81230

If to the Company: BLR Aerospace, LLC
11002 29th Ave W, Building C19
Everett, WA 98204

25. 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 hereto have executed this Agreement on the dates specified below.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Date: _____

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

_____

Date: August 11, 2021

_____
Daniel A. Smith, Director of Helicopter Programs

Attest:

_____

Exhibit 1

Gunnison-Crested Butte Regional Airport
Minimum Standards &
Rules and Regulations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airline Incentive Policy and Resolution; to enhanc

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Commercial Air Carriers

Term Begins: 10/1/2021 **Term Ends:** **Grant Contract #:**

Summary:

A Policy and Resolution to enhance air carrier service at GUC by not charging Airport rates and charges to any airline with new are service and/or increased air service for the first 24 months or two seasons.

Fiscal Impact:

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10 minutes

Agenda Date: 9/7/2021

Revised April 2015

Federal Aviation Administration



Air Carrier Incentive Program Guidebook:

A Reference for Airport Sponsors

TC10-0034



Cover and Above Photo: FAA

This publication provides guidance to airport sponsors interested in offering promotional incentives to attract new air carrier service at federally obligated facilities.

For additional information and assistance, airport sponsors may contact their FAA Airports District Office.
See pages 25-27.

Published by:

FAA Office of Airports
Airport Compliance and Field Operations
ACO-1

800 Independence Avenue, SW
Washington, DC 20591

202.267.3085

Differences: Destination Marketing



Photo: King County Boeing Field

A properly structured and administered Air Carrier Incentive Program may enhance air carrier service at an airport and may create an opportunity to increase traffic. However, a destination marketing program promotes a region, attraction, or business. The goal of the latter focuses on increasing regional revenue, not an airport's services or facilities. While the airport's services and facilities may benefit from a destination marketing program, the sponsor may not use airport revenue to promote any kind of general economic development. This includes activities, materials, and expenses related to tourism marketing, showcasing community events or businesses, and/or featuring non-airport locations, services, and attractions.

In accordance with Federal statutes (49 U.S.C. § 47107(1)) and the FAA's *Policy and Procedures Concerning the Use of Airport Revenue* (64 Fed. Reg. 7696, February 16, 1999) (*Revenue Use Policy*), airport revenue **may** be used to cover:

- The full costs of activities directed at promoting competition at an airport
- Public and industry awareness of airport facilities and services
- New air service and competition at the airport (other than direct subsidy of air carrier operations prohibited by Section VI.B.12 of the *Revenue Use Policy* – see "New Service" on Page 6)
- A share of promotional expenses such as marketing, advertising, and related activities designed to increase travel using the airport (must meet requirements prescribed in the *Revenue Use Policy*, Section V.A.3 and include specific information about the airport)

Airport revenue **may NOT** cover:

- Destination or tourism marketing
- Any activities, materials, or expenses for general economic development not related to the airport (see Section VI.B.3.)
- Marketing or promotional activities unrelated to airports or airport systems (see Section VI.B.4.)

Four Steps to Creating an Air Carrier Incentive Program

Step 1 Review and understand Airport Sponsor Assurances and applicable laws and policies.

Step 2 Identify the goals of the program and the types of service that may be covered under incentive programs.

Step 3 Define incentive program timelines.

Step 4 Design a properly structured incentive program.

If, after reviewing this handbook, you have additional questions, you may contact your local FAA Airports District Office. You also may submit your proposed program to FAA for a compliance review. This process can identify -- and help sponsors eliminate -- potential problems. See pages 25-27 for FAA offices and contact information.

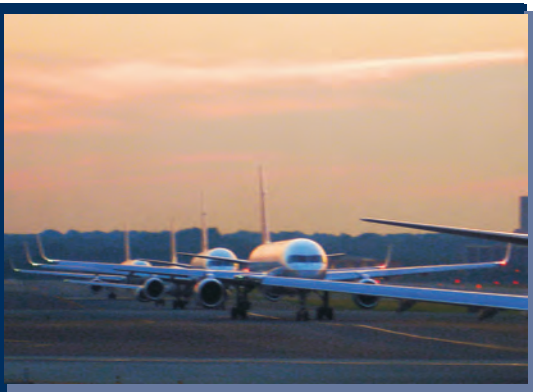


Photo: FAA

1 Review and understand Airport Sponsor Assurances and applicable laws and policy.

When airport sponsors accept funds from FAA-administered airport financial assistance programs, they must agree to comply with certain contractual obligations or assurances. Assurances appear in the application for federal assistance and become part of the final grant offer. They also are included in restrictive covenants to property deeds. An example of applicable policy that may affect air carrier incentive programs includes:

Exclusive Rights and Economic Nondiscrimination.

> The airport sponsor must make the proposed incentives (e.g., reduced landing fees) available to all similarly situated air carriers that provide the specified new service in accordance with Grant Assurances 22 and 23. Incentives may not be based on aircraft type since this could unreasonably exclude certain carriers that do not operate the type of aircraft identified. Incentive levels may vary, however, based on the category of new service offered (for examples, see Question 9 on Page 10). The program must identify the incentives available for each category. The cost of providing incentives to one or more air carriers cannot be included in the rate base for air carriers not participating in the incentive program without their express permission. For more information and examples, see Pages 13, 22, and 23.

Sponsors also must ensure incentive programs comply with all applicable laws and policies, including, but not limited to:

- FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696 (February 16, 1999), 49 U.S.C. §§ 47107(b), 47133 (*Revenue Use Policy*);
- FAA's *Policy Regarding Airport Rates and Charges*, amended at 73 Fed. Reg. 3310 (July 10, 2008); originally published at 61 Fed. Reg. 31994 (June 21, 1996), 49 U.S.C. § 47129(b) (*Rates and Charges Policy*); and
- 49 U.S.C. § 41713 Preemption (Prices, Routes, and Service).

2 Identify goals of the program and the types of service that may be covered.

New Service.

FAA allows promotional incentives to air carriers for *new service* to (a) increase travel using the airport and/or (b) promote competition at the airport. Incentive programs may not be designed for the purpose of promoting general economic development. *See page 3, "Destination Marketing."*

FAA defines new service as (a) service to an airport destination not currently served, (b) nonstop service where no nonstop service is currently offered, (c) new entrant carrier, and/or (d) increased frequency of flights to a specific destination. (In the last case, the incentive would be available only on the added flights.) FAA does not recognize repeated seasonal service, upgrade of equipment type, or increased number of seats on existing flights as new service.

Destination.

The airport sponsor may offer marketing incentives (e.g., reduced landing fees) to attract new service to targeted airport destinations. The airport sponsor identifies the new service it is seeking. The airport sponsor is not obligated to provide an incentive for those destinations not targeted by the sponsor.

NOTE

Incentives v. Subsidies

Throughout this booklet, there are numerous references to incentives and subsidies. The FAA's *Revenue Use Policy* maintains a distinction between subsidizing air carriers and the waiving of fees as incentives; summarily the Policy prohibits the former.

A **subsidy** is direct payment of airport revenue to a carrier or to any provider of goods or services to that carrier, in exchange for additional service by the carrier.

An **incentive** is any fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to increase service at the airport.

See Page 17 for Acceptable v. Unacceptable Incentives

2 Frequently Asked Questions
Program Goals and Types of Service

Keywords:

New entrant
Routes
Pro-rated incentive
New service
Low cost carrier
Targeting/tailoring incentives
Equipment/Seats
Class of service
Limits
Signatory carriers
Request for Proposals (RFP)

What You May Do:

Q1: May I offer incentives to new entrants only and not to incumbent air carriers?

A1: *Yes, but the incentives in that case must be limited to no more than one year. After one year, the new entrant would be considered a tenant air carrier (similarly situated) and no longer a new entrant. It then would be similarly situated to any other tenant air carrier on the airport. In addition, the incentive must be available to all new entrants on the same basis. The incentive program may not select one new entrant and deny the program to another similarly situated new entrant as that could be unjustly discriminatory.*

Q2: May I offer an incentive to a new entrant on a route already flown by an incumbent without offering the same incentive to the incumbent?

A2: *Yes, but only for the first year. This is allowed because the new entrant would not be similarly situated to the incumbent. However, after one year, the FAA would consider the air carriers offering service on the same route to be similarly situated; in that case, you may not offer an incentive to one without also offering it to the other.*

See page 16 for the differences between one and two year limits.

Q3: If the incentive is for new daily service, may I offer a pro-rated incentive for less than daily service?

A3: *Yes, but you would not be required to do so. The airport sponsor may elect to offer an incentive for less than the specified service. The policy on this issue should be clearly explained in the incentive program, and may not be unjustly discriminatory.*

What You May Do (continued):

Q4: Do I have to offer the same incentive for incumbents already serving the destination I am choosing to incentivize?

A4: *You may or you may not, but there are restrictions either way. If you do, the incentive must be only for new scheduled service to that destination without any loss in previously scheduled service to the same destination. For example, if the air carrier already offers three flights weekly to the destination being incentivized and adds two more flights under the incentive for a total of five flights, the two additional flights would qualify for the incentive, but not the first three flights. If the air carrier changes its schedule, adding two new flights but dropping one for a total of four flights to the named destination, the air carrier would qualify for the incentive on one new flight only. It is important to write the incentive program so that this is clear.*

If you do not, you may only offer the incentive to the new entrant(s) for service on that route only for up to one year. After one year, the new entrant would be considered similarly situated to incumbent carrier(s) and thereby no longer eligible for an incentive only offered to new entrants providing service on that route.

Q5: May I specify that an air carrier will not qualify for a new service incentive if it had – and then canceled – service to that same destination within a specified period of time? For example, if an air carrier had service to the named destination previously, but cancelled that service within the last six months, could that air carrier be prevented from participating in the incentive program as new service?

A5: *Yes. An air carrier may be barred from participating in the incentive for new service to a destination it previously served within a specified period of time. The incentive program must be clear on what the time period is and its limits, both looking forward and looking back. The program may not be unjustly discriminatory.*

See page 9 for an example of new service eligibility requirements.

What You May Do (continued):

Your airport wants to increase service to New City Airport ("END"). Airline A currently offers two flights per day.

March Flight Schedule to "END"

Airline	Flight	Departure Time
Airline A	111	8:00 a.m.
Airline A	112	12:00 p.m.

In response to the incentive program, Airline A ceases Flight 112 and adds Flight 113; Airlines B and C start service to "END." Airline A is not eligible for the incentive program because Flight 113 replaced flight 112. Airline A did not increase service, it only changed its schedule; therefore, there is no additional service and thus it does not meet the program's criteria to increase service. Airlines B and C are eligible for the incentive because they added new service.

November Flight Schedule to "END"

Airline	Flight	Departure Time
Airline A	111	8:00 a.m.
Airline A	113	5:00 p.m.
Airline B	222	8:00 a.m.
Airline C	333	2:00 p.m.

Suppose Airline A retains its original schedule with Flight 111 departing at 8:00 a.m. and Flight 112 departing at 12:00 p.m., but also **adds** Flight 113 departing at 5:00 p.m. In the scenario below, Airline A's Flight 113 may be eligible for the incentive program because is it an additional flight and therefore qualifies as new service if the program's goal is to increase service. Airlines B and C also qualify for the new service incentive.

November Flight Schedule to "END"

Airline	Flight	Departure Time
Airline A	111	8:00 a.m.
Airline A	112	12:00 p.m.
Airline A	113	5:00 p.m.
Airline B	222	8:00 a.m.
Airline C	333	2:00 p.m.

However, if the program's stated goal is to increase competition, Airline A's new flight would not be eligible; Airlines B and C would only be eligible for up to one year at which time they would be similarly situated to Airline A.

What You May Not Do:

Q6: We are trying to attract a low cost carrier. May I offer an incentive only to a low cost carrier?

A6: *No. Incentives must be for new service, not for a specific type of carrier. Targeting only low cost carriers would violate the grant assurance on economic nondiscrimination, and could possibly violate the exclusive rights grant assurance.*

Q7: May an incentive be tailored for a particular air carrier?

A7: *No. All similarly situated air carriers must have the same opportunity to receive the same incentives under the same circumstances. Incentives may not be designed and offered to air carriers on an individual basis.*

Q8: May the incentive be limited to air service provided by aircraft that must offer both coach service and either business or first class service?

A8: *No. Incentives may be based on routes selected by the airport sponsor, not on service or equipment provided by the air carrier.*

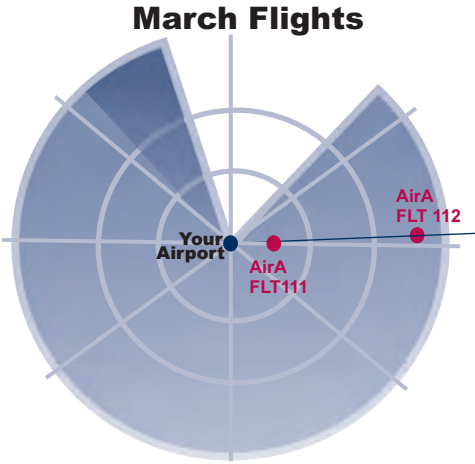
Q9: May the incentive be based on the type or size of aircraft?

A9: *No. Incentive levels may vary based on the category of new service offered. For example, incentives for international destinations may be different from incentives for short hop flights, but all air carriers meeting the destination requirement specified must be offered a comparable incentive based on the goals of the air carrier incentive program. The program must identify the incentives available for each category. The program may not be unjustly discriminatory.*

Q10: Can the incentive apply only if the new service adds a certain number of seats to the market?

A10: *No. Incentives must be based on destinations the airport sponsor wishes to support, not equipment the air carrier chooses to use or the number of passengers who choose to use the new service.*

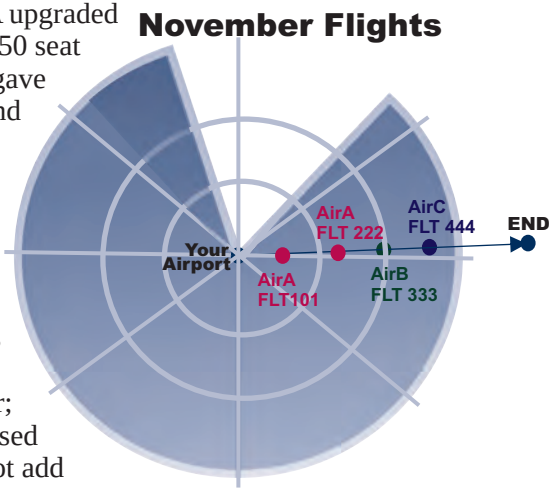
What You May Not Do (continued):



Your airport wants to offer incentives to airlines to add/begin service to New City Airport ("END"). In March, Airline A began offering two flights to "END" on 50 seat aircraft. It's now September and you want to increase service to "END" so you implement an incentive program specifying this.

In November, two months after your incentive program began, Airlines B and C began offering new flights to "END" also using 50 seat aircraft.

Also in November, Airline A upgraded its two existing flights from 50 seat aircraft to 126 seat aircraft, gave both flights new numbers, and moved the second flight to later in the day. In this scenario ***Airline A is not eligible for the incentive program*** because: 1.) the first two flights entered service in March, which was months before the incentive program began in September; and 2.) Airline A only increased its gauge of aircraft, it did not add an additional qualifying flight.



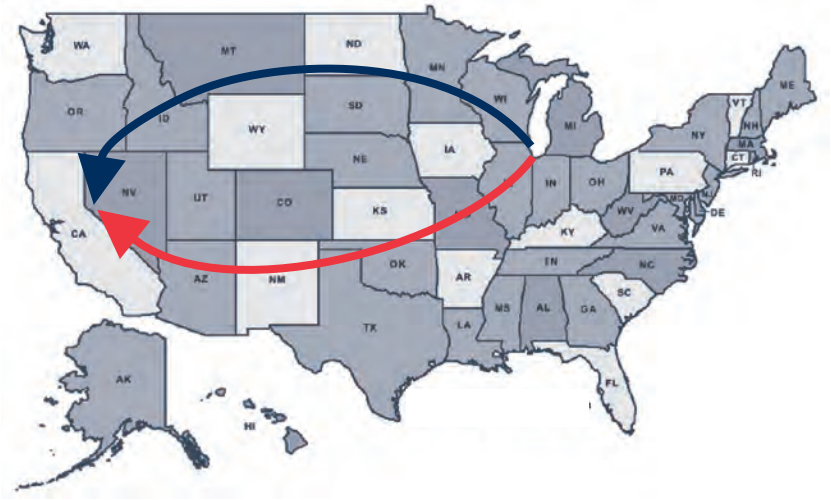
Airlines B and C, both offering new service on 50 seat aircraft, are eligible.

See page 22 for more information on incremental discounts.

What You May Not Do (continued):

Q11: May incentives be limited to aircraft with at least a certain number of seats?

A11: *No. Incentives must be based on the airport destinations the airport sponsor wishes to support, not equipment the air carrier chooses to use.*



You offer an incentive for airlines to begin service from Chicago to Reno.

- **Uniworld Airlines** begins once daily service using a CRJ-700.
- **TransAmerican Airlines** begins once daily service using a B737.

Both airlines are eligible for the same incentive.

Q12: May I limit the incentives to one incentive per air carrier?

A12: *No. The incentives are for the destination, not the carrier. You may limit the incentives per destination. This limitation must be clearly explained in the incentive program and may not be unjustly discriminatory.*

What You May Not Do (continued):

Q13: Do I have to consult with tenant air carriers before designing and initiating an incentive program, similar to a rates and charges consultation?

A13: *No. However, the airport sponsor may find it advisable to involve tenant air carriers in the development process to identify any areas that may create red flags for the sponsor, but it is not required. The cost of providing incentives to one or more air carriers cannot be included in the rate base for air carriers not participating in the incentive program without their express permission, so rates and charges will not be affected by the incentive program.*

Q14: We have a residual airport use agreement with signatory air carriers. Do I have to consult with them before designing and implementing an air carrier incentive program?

A14: *No. Again, it is recommended, but not required. Since the airport sponsor cannot include the costs of the incentive program in the rate base without the express written permission of all air carriers, there is no direct negative impact to the air carriers. (However, the airport sponsor must ensure it complies with its own signatory agreement.)*

Q15: May I require an air carrier to be a signatory in order to qualify for an incentive?

A15: *No. Incentives must be offered on a nondiscriminatory basis to all air carriers meeting the airport's new service goals.*

Q16: May I offer the incentive on a first-come, first served basis?

A16: *Possibly. A small airport that can support only one carrier is encouraged to use a Request for Proposals (RFP) to give every carrier an equal opportunity to be that one carrier. Larger airports may set a cap on what they will spend in total for incentives, but the program should include a sufficient level of incentives to cover a number of carriers that may qualify.*

3 Define incentive program timelines.



ARRIVING FROM	AIRLINE/FLIGHT	TIME	GATE	CLAIM	REMARKS
Atlanta	DELTA 621	10:42A	13	3	Landed
Chicago-O'Hare	UNITED 7154	10:47A	5	4	Landed
Cincinnati	DELTA 5664	11:05A	15	3	Landed
Detroit	2874	11:35A	4		Landed
Philadelphia	3269	11:47A	12	4	On Time
Atlanta	DELTA 1624	12:00P	13	3	Now 11:49A
Newark	Continental 2416	12:03P	2	2	Now 11:51A
New York-LGA	DELTA 5033	12:07P	15	3	Now 12:44P
Boston	DELTA 6239	12:11P	15	3	Now 11:49A
Charlotte, NC	2358	12:16P	12	4	On Time
New York-LGA	3303	12:30P	14	4	Now 12:49P
Atlanta	DELTA 1564	1:06P	13	3	Now 12:43P
Cleveland	Continental 2042	1:32P	4	2	Now 1:17P
Houston	Continental 2069	1:47P	2	2	Now 1:38P
Charlotte, NC	2252	1:51P	14	4	On Time
Washington-IAD	UNITED 5299	2:02P	5	4	Scheduled

Sample Service Schedule

Now that you have identified the goals of the program and the qualifying service(s) to be included in the incentives, next we consider timelines. While a sponsor's air carrier incentive program may be ongoing for several years, each air carrier's incentive period should be limited to no more than two years except under special circumstances (e.g. new entrants, see page 7. Also, see page 16 for more information on the differences between incentive program time limits for new entrants versus incumbents).

The incentive program must be for a specified duration. Timelines for offering an incentive program may be staggered but the time period for each incentive offered to similarly situated, eligible carriers must be limited to no more than two years. (See page 16). Remember, an incentive program tests the viability of discrete markets. It is not a subsidy to air service. If the service cannot stand on its own after two years, it may not be viable at this time.

In this example, the Incentive Program started on January 1, 2008, and ends on December 31, 2012. Airlines participate in staggered terms but none exceed two years and all must conclude when the program ends.

Sample Participation Timelines

Air Carrier	Incentives Begin	End
RedJet Airlines	03-01-08	02-28-10
Take Me There Air	10-15-08	10-14-10
Northern Airways	01-01-09	12-31-10
Air Plane	09-09-09	09-08-11
FlyAway Airlines	12-01-11	12-31-12

3 Frequently Asked Questions
Define incentive program timelines.

Keywords:

Time periods
New entrant
Incumbent
New destination
Eligibility limits

What You May Do:

Q17: If my airport does not have service to "NEW" airport and I offer an incentive, how long may that incentive last?

A17: *The incentive period must be limited and should be defined. The incentive period must not exceed two years for each qualifying air carrier based on each new destination. Since there currently is no service to "NEW" airport, any carrier that starts qualifying service under the incentive program is eligible for the incentive in accordance with your program's limit, but the time period for incentives for each participant should be no more than two years.*

Q18: Do I have to limit my incentive program to two years?

A18: *No. The program itself may be for a longer period of time, which should be defined in the incentive program. (See "Sample Participation Timelines" graphic page 14.) However, incentives for each carrier must be limited to no more than two years for each new qualifying service.*

Q19: Do I have to offer incentives for two years for each new destination I want to incentivize?

A19: *No. The airport sponsor may decide to offer the incentive for any period of time up to two years. This should be clearly explained in the incentive program.*

Q20: May I offer the same incentive to both new entrant and incumbent carriers, but extend the new entrant carrier's incentive for a longer period of time after the first year?

A20: *No. After one year of service, the FAA considers all carriers to be similarly situated.*

See page 16 for the differences between one and two year limits.

What You May Do (continued):

Q21: May I limit eligibility to participate in the program to a relatively short period of time? For example, can I require airlines to apply to participate within 30 days and initiate service by a specified date?

A21: *The FAA may determine that such a requirement is unjustly discriminatory if it finds one or more air carriers had advance planning time. It is more reasonable to set up the incentive program to permit participation at different points within a given set of dates. Incentives will only apply after service is initiated.*

One Year vs. Two Years

This booklet references one year time limits versus two year limits. There are two different time limits based on the way the incentive program is structured.

One-year time limits apply to incentives for new entrants when the incumbent offering the same service is not getting any incentive.

North Airport (NOA) currently offers service to South Airport (SOA) provided once daily by FlyAway Airlines. NOA wants to increase competitive service to SOA, so it offers an incentive to new entrant airlines without providing any incentive to incumbent air carriers.

RedJet Airlines establishes a presence at NOA and begins once daily service from NOA to SOA that is eligible for the incentive program. FlyAway's existing service is not eligible for the incentive because the program is limited to new entrants; however, this type of incentive must be ***limited to one year*** because a new entrant is deemed similarly situated to incumbent carriers after one year.

Two-year time limits apply when all air carriers (new entrants & incumbents) are offered an incentive.

Using the NOA to SOA scenario, if NOA also included as part of its incentive program **added** service to SOA and incumbent FlyAway began offering a second daily flight from NOA to SOA, then the second daily flight would be eligible for the incentive. This type of incentive may be available to incumbent and new entrant carriers for ***up to two years*** provided it is available to all air carriers adding the specified new service.

If NOA does not offer incumbents incentives for added service, then the incentives to new entrants must end after one year because after a year of service, the FAA considers all carriers to be similarly situated.

4 Design a properly structured incentive program.

The final step is to structure the incentive program within acceptable parameters. While an airport may offer discounts or waivers of fees and rates as part of the program, the use of airport revenue to pay an air carrier to serve markets is strictly prohibited by FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696 (February 16, 1999) (*Revenue Use Policy*). This section discusses acceptable versus unacceptable incentives an airport sponsor may offer as part of an air carrier incentive program in accordance with FAA policy and the sponsor's federal obligations. This section also covers permitted subsidies using tax revenue that is not subject to the *Revenue Use Policy*.

Acceptable Incentives.

Incentives may include, but are not limited to, waiving or reducing landing fees, rental fees, or fuel flowage fees. An airport's rates and charges for air carriers not participating in the incentive program may not be impacted negatively by any incentive program without the carriers' express permission. Any financial deficit as a result of these incentives must be covered by other discretionary airport revenue or by non-airport revenue sources. The airport sponsor may use airport revenue to advertise the new service provided the airport is featured prominently in the advertising. Air carriers may be mentioned too.

Unacceptable Incentives.

Consistent with the *Revenue Use Policy* and statute, the airport sponsor may not use airport revenue for air carrier subsidies. Subsidies would include providing aircraft parts, free fuel, interest-free loans, pay for service, or any other form of direct or indirect air carrier subsidy. State or local taxes on aviation fuel (except taxes in effect on December 30, 1987) are considered to be airport revenue subject to the revenue-use requirement and may not be used in such an incentive program. *(Note: While revenues from state taxes on aviation fuel may be used to support state aviation programs or for noise mitigation purposes, on or off the airport, the incentive and subsidy programs described here cannot be considered state aviation programs.)*

4 Design a properly structured incentive program.

Non-airport revenue sources.

FAA does not allow airport sponsors to use airport revenue subject to the *Revenue Use Policy* for air carrier subsidies under any circumstances. However, sometimes the sponsor may have separate tax revenue not subject to the *Revenue Use Policy* that could possibly be used for direct air carrier subsidies. For example, some airport authorities benefit from special tax districts, similar to school tax districts, in which local property owners pay a tax surcharge dedicated to support of the airport. The taxes are based on property location and value, and have no relation to use of the airport. The taxing authority may be either the sponsor or a non-sponsor. Revenue that is derived from such a tax imposed for the benefit of the airport, but on property not owned by the airport, is not considered airport revenue subject to the *Revenue Use Policy*. Thus, revenues from a property tax for the benefit of the airport could be used for air carrier subsidies. In those cases, the airport sponsor must make this subsidy available to all similarly situated air carriers providing the same level of new service. (Whenever the airport has revenue not subject to the *Revenue Use Policy* that it intends to use for subsidies, the sponsor must ensure these funds are maintained in a separate account and are not comingled with other airport revenue.)

In addition, under certain circumstances, a local government or community organization (e.g., local chamber of commerce) not affiliated with the airport sponsor may offer a subsidy to one air carrier without making the same offer available to all similarly situated air carriers. In those cases, the sponsor must not be a party to the agreement and must not be involved in negotiating, implementing, or monitoring the program in any manner.

EAS and SCASDP.

The Air Carrier Incentive Program is **NOT** related to the Essential Air Service (EAS) or the Small Community Air Service Development Program (SCASDP), both of which are administered by the Office of the Secretary of Transportation. (*For more information on these programs, visit www.dot.gov*)

4 Frequently Asked Questions
Design a properly structured incentive program.

Keywords:

Landing fees
Rents
Fuel flowage fees
Rebates
Marketing/advertising
Payments
Loans
Airport revenue
Ticket prices
Cash incentives
Guarantees
Increased weight
Rate base
FAA funds/PFCs

Acceptable Incentives Include:

Q22: May I reduce the landing fee down to zero?
A22: *Yes. You may charge a reduced or no landing fee for the incentive period. However, an airport may not have the other carriers make up the difference for the lost revenue in the landing fee requirement because of the incentive program. In addition, the airport sponsor retains the obligation to make the airport as self-sustaining as possible under the specific circumstances existing at that airport.*



Photo: FAA

Q23: May I reduce terminal rents down to zero?
A23: *Yes. An airport may charge reduced or no terminal rents (zero) for the incentive period. However, an airport may not have the other carriers with terminal leases make up the difference in the terminal rent requirement because of the incentive program. In addition, the airport sponsor retains the obligation to make the airport as self-sustaining as possible under the specific circumstances existing at that airport.*

Acceptable Incentives Include (continued):


Photo: FAA

See pages 6 & 17 for more information on incentives vs. subsidies

Q24: May I offer a reduced or no fuel flowage fee?

A24: *Yes. An airport may charge a reduced or no fuel flowage fee for the incentive period. An airport may not, however, provide free fuel. It may not incorporate the lost revenue because of the incentive program into the airport rate base to be covered by other air carriers. In addition, the sponsor retains the obligation to make the airport as self-sustaining as possible under the specific circumstances existing at that airport.*

Q25: I am offering an incentive that includes reduced landing fees. May I collect the full landing fees and then provide a rebate of fees when the air carrier meets the designated threshold to earn the incentive?

A25: *Yes. However, the airport sponsor must be careful to ensure the rebate does not resemble a subsidy. The airport sponsor could apply the rebated landing fees as a credit to the next period where landing fees would be collected. The airport sponsor should not issue a check for the rebate.*

Q26: I am offering an incentive that includes marketing and advertising assistance. May I just write a check to the air carrier to cover the documented costs for these services?

A26: *The FAA recommends that the airport sponsor pay marketing and advertising costs directly to the entity providing the service. This reduces the risk and appearance of providing a direct air carrier subsidy. It also provides greater control for the sponsor. Airport revenue may be used for a proportionate share of marketing and advertising only when the airport is included in the advertising with the carrier, in accordance with the Revenue Use Policy.*

Unacceptable Incentives Include:

Q27: May I pay for leased property not owned by the airport on behalf of the air carrier?
A27: *No. This would represent a subsidy to the air carrier; subsidies to air carriers are prohibited by the Revenue Use Policy.*

Q28: May I use airport revenue to make a direct payment to an air carrier to help defray start-up costs?
A28: *No. The Revenue Use Policy prohibits direct subsidies to air carriers.*

Q29: May I provide an incentive that includes interest-free loans to a start-up air carrier?
A29: *No. This is a violation of the Revenue Use Policy.*

Q30: May I tie the incentive to ticket price?
A30: *No. The airport sponsor may not dictate or influence the ticket price because such conduct may be considered unreasonable under Federal law and the grant assurances.*

Q31: May I provide a cash incentive to passengers who depart on the first leg of their journey from my airport?
A31: *No. The FAA considers cash payments to airport customers to be, in effect, a subsidy to air carriers in violation of the Revenue Use Policy.*

Q32: May I promise to purchase a set number of tickets from the air carrier?
A32: *No. However, the DOT offers a Small Community Air Service Development Program; funds granted under this program have different limitations on usage. See www.dot.gov for more information.*

Unacceptable Incentives Include (continued):

Q33: May I guarantee the number of seats that will be filled?
A33: *No. That could result in a subsidy paid to the air carrier in violation of the Revenue Use Policy.*

Q34: May I guarantee gross passenger revenue?
A34: *No. That could result in a subsidy paid to the air carrier in violation of the Revenue Use Policy.*

Q35: May I offer incremental discounts based on increased weight for a previously scheduled flight?
A35: *No. This does not qualify as new service. It would also appear to be based on aircraft type since the carrier would be changing the aircraft to add seats on an existing scheduled flight. Incremental discounts based on weight could be discriminatory to those airlines that do not have different sizes of aircraft.*

Your Incentive Program may NOT:

- Guarantee gross passenger revenue
- Guarantee ticket sales
- Influence ticket prices
- Include direct payments to carriers from airport revenue



Photo: FAA

- Offer incremental discounts based on weight for existing service
- Offer incentives based on incremental weight or increased number of seats on existing flights.

Unacceptable Incentives Include (continued):

Q36: We expect any lost revenue from waiving landing fees, etc., to be recovered through additional concession revenue. If this additional concession revenue is not sufficient to cover the cost of operating the incentive program, may I include the extra cost in the rate base?

A36: *No. The cost of providing incentives to one or more carriers cannot be included in the rate base for air carriers not participating in the incentive program without their express permission. The airport sponsor must have some other means for making up any shortfall resulting from the incentive program. It may not unilaterally adjust the rate base to cover extra costs from the incentive program.*

Q37: We have a residual airport use agreement with signatory air carriers. The airport has no separate discretionary income not subject to the residual agreement. Under this scenario, may concession revenues cover the cost of the incentive program in the rate base without the approval of the signatory air carriers?

A37: *No. The cost of providing incentives to one or more carriers cannot affect the rate base for air carriers not participating in the incentive program without their express permission.*

Q38: May I use funding from FAA grants or Passenger Facility Charge (PFC) collections to cover the cost of incentives?

A38: *No. This funding cannot be used to cover the cost of air carrier incentive programs.*

Q39: May I use tax revenue that is not subject to the *Revenue Use Policy* to offer subsidy incentives?

A39: *Yes. We recognize that some airport authorities benefit from special tax districts, similar to school tax districts, in which local property owners pay a tax surcharge that is dedicated to support of the airport. The taxes are based on property location and value, and have no relation to use of the airport. The taxing authority may be either the sponsor or a non-sponsor. Revenue that is derived from such a tax imposed for the benefit of the airport, but on property not owned by the airport, would not be considered airport revenue subject to the Revenue Use Policy.*

[Answer continued on page 24]

Non Airport Revenue Sources:



Photo: FAA

[A39 Continued] For example, revenues from a property tax for the benefit of the airport could be used for air carrier subsidies, provided the subsidy is otherwise consistent with applicable grant assurances. Whenever the airport has revenue not subject to the Revenue Use Policy that it intends to use for subsidies, the sponsor must ensure these funds are maintained in a separate account and are not comingled with other airport revenue.

Q40: May an independent group not affiliated with the airport or airport sponsor offer subsidy incentives to a single air carrier?

A40: *Yes, but the airport and airport sponsor cannot be a party to the agreement and must not be involved in negotiating, implementing, or monitoring the program in any manner. Funds must not be funneled through the airport and record-keeping for the purpose of subsidy payments may not be maintained by the airport or airport sponsor. (Note: If the independent group is unable to support the program as initiated, the sponsor may not step in to run or pay for the program.)* *See also, EAS and SCASDP on page 18.*

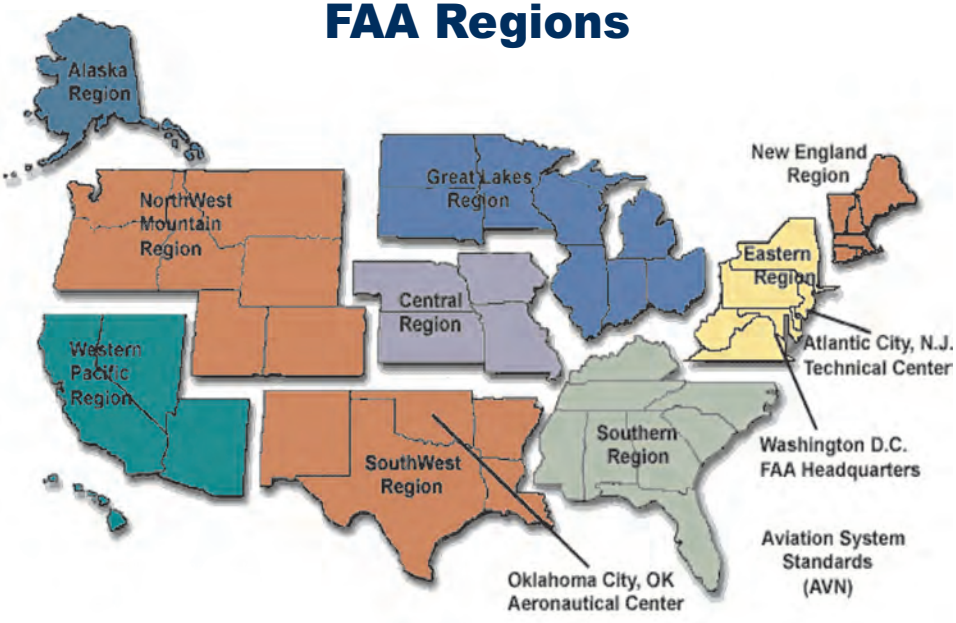
For more information on airport revenue, see FAA's *Policy and Procedures Concerning the Use of Airport Revenue* (64 Fed. Reg. 7696, February 16, 1999)

Q41: The airport sponsor is a member of the Chamber of Commerce. The Chamber of Commerce plans to offer a subsidy incentive from its own revenue, which is not subject to the Revenue Use Policy. The airport sponsor will not vote on issues involving the subsidy incentive program. Is there a conflict of interest?

A41: *Yes. The FAA does not consider the airport sponsor to be removed from an incentive program simply because the sponsor refrains from voting. So long as the sponsor has influence, however limited, in the negotiations or planning of an air carrier incentive program, it is obligated by the grant assurances to offer the same incentives to all similarly situated air carriers.*

Questions?
Contact your Airports District Office

FAA Regions



FAA Headquarters, Office of Airports 202.267.3085
Airport Compliance & Field Operations

Alaska Region

Anchorage Airports Office AK	907.271.5438

Northwest Mountain Region

Seattle ADO ID, OR, WA	425.227.2650
Denver ADO CO, UT, WY	303.342.1261
Helena ADO MT	406.449.5271

Questions?
Contact your Airports District Office

Western Pacific Region

Honolulu ADO HI, Guam, American Samoa, Marsh Islands	808.541.1232
Los Angeles ADO AZ, Southern CA	310.725.3644
San Francisco ADO NV, Northern CA	650.876.2778

Great Lakes Region

Bismark ADO ND, SD	701.323.7380
Chicago ADO IL, IN	847.294.7336
Detroit ADO MI, OH	734.229.2900
Minneapolis ADO MN, WI	612.713.4350

Central Region

Kansas City Airports Office IA, KS, MO, NE	816.329.2600

Southwest Region

District Development Office AR, OK	817.222.5630
District Development Office LA, NM	817.222.5640
District Development Office TX	817.222.5650

Questions?
Contact your Airports District Office

New England Region

Burlington Airports Office CT, MA, ME, NH, RI, VT	781.238.7600

Eastern Region

Harrisburg ADO DE, NJ, PA	717.730.2830
New York ADO NY	516.227.3800
Washington ADO DC, MD, VA	703.661.1357
Beckley ADO WV	304.252.6216

Southern Region

Atlanta ADO GA, NC, SC	404.305.7150
Jackson ADO AL, MS	601.664.9900
Memphis ADO KY, TN	901.322.8180
Orlando ADO FL, PR, USVI	407.812.6331

Photo Credits: *FAA credited photos (except cover and page 2 photo) provided courtesy of Miguel Vasconcelos*

www.faa.gov



Photo: Miguel Vasconcelos, FAA

Published by:

FAA
Office of Airports
Airport Compliance and Field Operations (ACO-1)
800 Independence Avenue SW
Washington, DC 20591

September 2010

BOARD OF COUNTY COMMISIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2021-_____

A RESOLUTION ADOPTING THE *GUNNISON-CRESTED BUTTE REGIONAL AIRPORT AIR SERVICE INCENTIVE POLICY*

WHEREAS, it is the intent of the Board of County Commissioners of the County of Gunnison, Colorado ("Board") to offer an air carrier incentive program to enhance air carrier service and to further create an opportunity to increase air and passenger traffic to support long-term growth at the Gunnison-Crested Butte Regional Airport; and

WHEREAS, an air carrier incentive program will foster a responsible, and non-discriminatory air carrier incentive program that complies with the Federal Aviation Administration rules, regulations, and policies pertaining thereto; and

WHEREAS, the Board has reviewed the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy,* attached hereto and incorporated herein by the reference as Appendix "A", and in support of the Policy's success, commit to the measurable goals, objectives, strategies, implementation and assessing of results identified in the Policy; and

WHEREAS, it would be in the best interest of the residents of Gunnison County to adopt the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy* to support and sustain air and passenger traffic for long-term growth of the airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the *Gunnison-Crested Butte Regional Airport Air Service Incentive Policy* attached hereto as Appendix "A" shall be and hereby is adopted.

INTRODUCED by

Commissioner _____, seconded by Commissioner _____

and adopted this_____day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

APPENDIX A

Gunnison-Crested Butte Regional Airport
Air Service Incentive Policy

1. Purpose

It is the desire of Gunnison County (the airport sponsor) and the Gunnison-Crested Butte Regional Airport (the airport; GUC) to offer an air carrier incentive program to enhance air carrier service at the airport and create an opportunity to increase air and passenger traffic to support long term growth at the airport. This will be achieved by the following goals:

- Increase, market and promote existing commercial passenger air service;
- Develop and promote new commercial passenger air service to/from new destinations utilizing existing air carriers and/or new air carriers;
- Foster a healthy competitive environment amongst air carriers to promote air service opportunities;
- Promote public and industry awareness of airport air services and facilities.

2. Policy Statement

This purpose of this Air Service Incentive Policy is to establish and implement a responsible, and non-discriminatory air carrier incentive program that complies with Federal Aviation Administration rules, regulations, and policies pertaining to;

- Airport sponsor assurances;
- The use of airport revenue;
- Airport rates and charges.

3. Definitions

a. **New Air Service -** is defined as at least one flight weekly to a destination not currently served from the airport sustained for a period of at least 24 (twenty four) months or two seasons (i.e. two winters in a row or two summers in a row).

b. **Increased Air Service -** is defined as an increase in frequency of an existing scheduled route by one or more flights per week as compared against the previous years' applicable months or season, sustained for a period of least 24 (twenty four) months or two seasons (i.e. two winters in a row or two summers in a row).

4. Applicability

The incentives offered under this New Air Service Incentive Policy are applicable as follows;

a. To FAR Part 121, 129, and 14 CFR Part 380 certificated commercial air carriers only;

b. To existing air carriers that provide air service to a new destination not currently served to/from GUC beginning on or after the “Effective Date”;

c. To existing air carriers that increase frequency to/from an existing destination beginning on or after the “Effective Date”;

d. To new entrant air carriers that will serve new markets currently not served to/from GUC beginning on or after the “Effective Date”.

5. Targeted Markets and Goals

The following goals and air service objectives have been identified and accepted by the airport sponsor and as amended from time to time:

a. By the summer of 2022, Gunnison Valley will experience expanded air service to an additional Hub airport, which will further increase connectivity and our reach into other visitor markets.

b. By the summer of 2022, GUC and Gunnison Valley residents and visitors will experience 69% or less leakage to other airports, accomplished through increased air service connectivity for originating passengers.

6. Incentives

The airport sponsor, shall provide a landing fee waiver and terminal rent waiver incentive to qualifying air carriers and qualifying air service as follows:

Landing Fee Incentives

a. For New Air Service – Landing fee waivers for up to twelve (12) months for each flight serving a new destination as targeted by the airport sponsor.
b. For Increased Air Service - Landing fee waivers for up to (12) months for each flight that results in an increase of frequency to an existing destination. The total number of air carrier operations must exceed all of the carrier’s prior year flight operation levels.

Terminal Fee Incentives

a. For New Air Carrier Service – terminal fee waivers for up to six (6) months for each new carrier serving a new destination as targeted by the airport sponsor.

7. Term

a. This policy is effective October 1st 2021 – the "Effective Date". The policy will terminate September 30th 2023.

b. If an air carrier is awarded an incentive program at any time under this policy term, the incentive will be honored as stated in section 5, Incentives, regardless of this policy termination date.

c. The airport sponsor may extend, suspend or amend this policy at any time without notice.

8. Termination and Reduction of Air Service

a. In the event an air carrier, awarded an incentive under this policy, terminates the new or increased air service within 24 (twenty four) months from the start of the service, the Airport shall be entitled to a reimbursement of all terminal use incentives issued.

b. In order to maintain an awarded incentive, an incumbent air carrier introducing a new destination or increasing its level of service to an existing destination, may not reduce its current level of service (total for all its markets) it sustained at the airport in the previous months during the prior year. i.e. it cannot reduce one market's flights to introduce a new market or expand another market

9. Miscellaneous

In addition the following is applicable with respect to this policy:

a. The incentive program is directed to grow and support air service to or from GUC.
b. The airport sponsor is not obligated to provide an air carrier service incentive for destinations not targeted by the sponsor.
c. The airport sponsor does not recognize repeated seasonal service, upgrade of equipment type, or increased number of seats on existing flights as new service.
d. All air carriers will have the same opportunity to receive the same incentives under the same circumstances.
e. Incentives will not be offered to air carriers on an individual basis.
f. Incentives will not be based on the type or size of aircraft or its passenger class configuration.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Renewal of Marijuana Facility Cult

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Public Hearing for Riverland Remedies cultivation license renewal.

Fiscal Impact:

Submitted by: Beth Baker **Submitter's Email Address:** bbaker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/1/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10 minutes

Agenda Date: 9/7/2021

Revised April 2015

To: Gunnison County Board of County Commissioners/Gunnison County Marijuana Licensing Authority

From: Beth Baker

Date: September 7, 2021 BOCC Public Hearing

Subject: Public Hearing for the renewal of Marijuana Facility Cultivation License

Applicant: Riverland Remedies, LLC, represented by Rob VanAermem and Rob Carney

Location: 80 Buckley Road, Units 2A, 2B, and 2C, Riverland Industrial Park

---

1. PURPOSE:

The purpose of this public hearing is to receive public input regarding the renewal of the Riverland Remedies Marijuana License for cultivation located at 80 Buckley Rd. Units 2A, 2B and 2C, Riverland Industrial Park. The proposed renewal of the license for the cultivation facility, if approved, is located in a warehouse building in the Riverland Industrial Park. The approximate square footage of the building is 12,000 square feet (6,000 sq. ft. each floor) and it is located on Lot 4 Riverland Industrial Park Filing 1. Riverland Remedies, LLC have a lease for Units 2A, 2B and 2C.

The Gunnison County Marijuana Licensing Authority is the Board of County Commissioners (BOCC). The BOCC has requested to receive public input and review the renewal application against the standards mentioned below. A motion is requested to either approve, approve with conditions, or deny the application.

This facility, given its location in Riverland Industrial Park, (See Section 9-104 of the Land Use Resolution) was reviewed under an Administrative Review Land Use Change Permit Application in 2017. The Land Use Change approval does not expire.

2. PURPOSE AND STANDARDS

On July 1, 2014 the BOCC approved Resolution No. 2014-18 which authorized regulations for marijuana cultivation, manufacturing and testing facilities. The purpose of these regulations are to:

1. To authorize licensing of marijuana cultivation, manufacturing, and testing in unincorporated Gunnison County as provided in §§ 12-43.3-301(2)(a), 12-43.4-104(3) and 12-43.4-301, C.R.S., as amended;
2. To establish specific standards and procedures for local licensing of marijuana-related business and establishments; and

3. To protect the health, safety, and welfare of the residents, consumers and patients in Gunnison County by prescribing the manner in which marijuana businesses can be conducted in the County.

As per Article 5, Standards, of Resolution of **No. 2014-18** the Board must find the following to approve a license:

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

The Board may approve or approve with conditions a license that meets all of the standards in Article 5. The Board shall deny an application that does not comply with the licensing requirement in Article 5.

3. STAFF ANALYSIS OF CRITERIA AND PUBLIC INPUT RECEIVED

Staff referred this renewal application to the Crested Butte Fire Protection District and Gunnison County Sheriff's Department. In addition, a public notice of this hearing and the land use application was sent to all property owners within 1000 feet of the property, notice placed on the property, and a notice was placed in the paper at least 15 days prior to the public hearing. No public input was received on the application at the time this memorandum was prepared. Staff has not received any comments from referral agencies or the public that would generate any concern regarding the issuance of the renewal of the Marijuana Cultivation Facility License.

Staff conducted an onsite inspection of the facility July 22, 2021. Staff;

- Observed the County and State licenses displayed
- Issued a visitor pass to wear while on site
- Required to sign in and out when leaving
- There was no visible signage on the outside of the building
- There were no detectable odors on the outside of the facility
- All the employees were badged
- The facility had cameras throughout the building and the film is kept for 40 days

The following is staff's analysis of compliance to the Standards in Article 5.

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

> **Staff Response**: Staff, in the creation of the licensing requirements, acknowledged that we would utilize the background check process required by the State of Colorado and the State of Colorado Marijuana Enforcement Division (The Division). The Division has completed the background check for this applicant and reviewed the results with County staff. The applicant has been issued a conditional State License, dated October 9 ,2020. In addition, as mentioned previously, this application was forwarded to the Sheriff's office for their review. Again no input was provided to raise any concern regarding this standard.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

Staff Response: It was felt during the development of Marijuana Facility Regulations that a marijuana facility would generally be consistent with the existing uses in the Riverland Industrial Park if the applicant demonstrates that they meet the Standards in Section 9-104 along with the other applicable sections of the LUR and the Marijuana Facility Licensing Standards. In reviewing this specific application, staff believes this proposal will result in a harmonious land use with the recommended conditions stated below. The following image indicates the location of the proposed business. Three marijuana cultivation facilities have been approved by the BOCC/Gunnison County Marijuana Licensing Authority, in the Riverland Industrial Park.
Two located at 398 Riverland Dr. and one located at 244 Buckley Dr. There are no sensitive or incompatible land uses adjacent to this use in staff's opinion.



C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

Staff Response: The Riverland Industrial Park Lot Owners Association, in a letter dated, July 13, 2021, has approved this use at this location.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

Staff Response: The Applicant is proposing the continued use of UVONAIR-CD Ozone by Corona Discharge. The system uses ozone to alter the molecular structure of odor. Staff has not received odor complaints concerning this operation, during the three years of operation.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department received applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

Staff Response: As mentioned, the application has been referred to the Gunnison Fire Protection District and the Sherriff's Department. In addition, the State has specific security requirements.

In a letter dated, July 21, 2021, the Crested Butte Fire Protection District noted they have conducted a site inspection of the facility. Ric Ems, Fire Marshal states "In conclusion…Overall the business is clean and organized. The conclusion of our inspection is a Pass."

In a verbal conversation on July 28, 21, Under Sheriff Adam Murdie said the Gunnison County Sheriff's Department, had no comments. They had received no calls and there were no incidents, in the three years that Riverland Remedies has been in operation.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

Staff Response: This building in the Riverland Industrial Park has no utility limitations for this applicant in this location. Water is provided by Riverland Industrial Park Central System. No comments were received by Gunnison County Electric Association in the three years the permit has been issued.

G. **Building and Environmental Health Official Review**: The application was referred to the Gunnison County Building and Environmental Health Official.

Staff Response: There have been no changes to the building or septic system in the past three years.

Environmental Health Official Crystal Lambert stated "The on-site wastewater treatment system (OWTS) that serves the structure was permitted and installed

under the Gunnison County OWTS permit #2016-00161. The OWTS system shall receive only biodegradable wastes for treatment and distribution as are compatible with those biological treatment processes that occur within the septic tank."

4. RECOMMENDATIONS

Staff finds that the application meets the Marijuana Facility License standards and recommends approval of the license with the following recommended conditions:

1) Periodic inspection of the facility by Gunnison County officials shall be allowed by the property owner and applicant with reasonable notice.
2) There shall be no noticeable odors which result from the Marijuana Facility, detectable outside of the subject building at the property boundary. Failure to correct detectable odors outside of the building may result in revocation of the license.
3) As mentioned in Resolution No. 2014-18 the applicant is consenting to inspections. Evidence from inspections or documented complaints regarding the facility in respect to Standards in Resolution No. 2014-18 or in Section 9-104 of the Land Use Resolution or failure to comply with other applicable local or state regulations may result in enforcement action against the applicant, including revocation of the license.
4) As of the date of the license, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
5) This license renewal is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of Gunnison County Marijuana Facility License.

Application and accompanying documents may be viewed using the link;

http://204.132.78.100/citizenaccess/

- Click on Permits
- Click on Application Number
- Use application number MJ-17-00157 (exactly)
- Click on Attachments
- Click on View

August 3, 2021

RE: Riverland Remedies Marijuana Cultivation County License Extension

August 3, 2021, the Gunnison County Board of County Commissioners agreed by resolution to extend Riverland Remedies Marijuana Cultivation License. The extension will expire October 1, 2021. The BOCC Resolution number is 2021-22.

/s/ Beth Baker
Gunnison County Community and Economic Development
970-641-7932
bbaker@gunnisoncounty.org

NOTICE OF PUBLIC HEARING
CONCERNING A RENEWAL OF A MARIJUANA CULTIVATION FACILITY LICENSE FOR RIVERLAND REMEDIES, LLC. LOCATED AT 80 BUCKLEY DRIVE # 2A, B & C, CRESTED BUTTE, CO. LOT 4 RIVERLAND INDUSTRIAL PARK FILING 1

HEARING DATE, TIME AND LOCATON: The Board of County Commissioners will conduct a public hearing on September 7, 2021 at 9:30 A.M. in the Board of County Commissioners Meeting Room, 2nd Floor, Gunnison County Courthouse, 200 W. Virginia, Gunnison, Colorado, to hear public comment concerning the renewal of the marijuana cultivation license for Riverland Remedies, located at 80 Buckley Dr. Units 2A, B & C.

APPLICANT: The applicant is Riverland Remedies (represented by Rob Carney and Rob VanAernem.)

LOCATION: The site is located at 80 Buckley Dr. Units 2A, B & C, Crested Butte, Co.: Lot 4 Riverland Industrial Park Filing #1.

PROPOSAL: The applicant proposes a renewal of their Gunnison County marijuana cultivation license.

PUBLIC PARTICIPATION: The public is invited to submit oral or written comments at the hearing, or to submit written comments by email: planning@gunnisoncounty.org; or letter (Community Development, 221 N. Wisconsin, Suite D, Gunnison, CO 81230), so long as they are received by 5 p.m. the afternoon before the date of the meeting so that they may be submitted for the public record during the hearing. A copy of the application is available online at: https://www.gunnisoncounty.org/436/Permit-Database. Additional information may be obtained by calling the Community Development Department at (970) 641-0360.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Community Development Department prior to the day of the hearing.

COUNTY OF GUNNISON

Community Development Department

Marijuana License- Conditional License

A Marijuana Facility License for cultivation was approved by the Gunnison County Marijuana Licensing Authority with conditions

On **September 7, 2021** for

Riverland Remedies LLC
Located at:
80 Buckley Dr. Units 2A, 2B, and 2C, Riverland Industrial Park
Crested Butte, Co. 81224

Effective Date of License: September 7, 2021
For three years from the effective date
License Valid Through: September 7, 2024

This license is conditioned upon the following:

1. There shall be no noticeable odor which results from the Marijuana Facility detectable outside of the subject building at the property boundary.
2. As of the date of this license, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
3. As mentioned in Resolution No. 2014-18 the applicant is consenting to inspections. Evidence from inspections or documented complaints regarding the facility in respect to the Standards in Resolution No. 2014-18 or in Section 9-104 of the *Gunnison County Land Use Resolution* or failure to comply with other applicable local or state regulations may result in the revocation of the Gunnison County Marijuana Facility License.

4. The license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of the Gunnison County Marijuana Facility License.

This license is issued subject to Gunnison County Board of County Commissioners Resolution No: 2014-19, "A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing, and Testing Facilities. Resolution No. 2014-19 was adopted as allowed by the State of Colorado as provided by: article 43.3 of title 12, C.R.S. (the "CMMC) and 1 CCR 212-1, Series 100 through 1400, Medical Marijuana Rules ("the MMR"); and Article 43.4 of Title 12, C.R.S. (the "CRMC) and 1 CCR 212-2, Series 100 through 1400, Retail Marijuana Rules ("the RMR").

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Gunnison County Community Development Department, 221 N. Wisconsin #D, Gunnison, Co. 81230.

Authorized By:

_____ _____

Jonathan Houck Date
Chair of Gunnison County Marijuana Licensing Authority

I accept and will comply with all conditions of this Conditional License, and waive any and all objections to each condition of this License.

_____

Owner of Riverland Remedies

Gunnison County, CO
8/6/2021 3:47:39 PM
447

678256
Page 1 of 2
R 0.00 D 0.00

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 21-22

A RESOLUTION GRANTING REQUEST FOR ADMINISTRATIVE CONTINUANCE OF THE MARIJUANA CULTIVATION LICENSE RENEWAL PROCESS FOR RIVERLAND REMEDIES, LLC

WHEREAS, pursuant to CRS § 44-10-201 *et seq.* and other Colorado law, the Gunnison County Board of County Commissioners enacted Resolution No. 2014-18, A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing and Testing Facilities ("Regulations");

WHEREAS on June 19, 2018, Gunnison County, pursuant to the Regulations; issued to Riverland Remedies, LLC, located at 80 Buckley Drive, Riverland Industrial Park, Gunnison County, Colorado ("Riverland Remedies"), a Conditional Marijuana Facility License for marijuana cultivation ("License");

WHEREAS, per the express terms of the License and Sections 3-109 and 4-101(A) of the Regulations, the License was valid for three years from the date of its approval, or until June 19, 2021;

WHEREAS, Section 4-101(B) of the Regulations required Riverland Remedies to submit its renewal application, along with all renewal and operation fees, at least 45 days before June 19, 2021;

WHEREAS, due to inadvertence, Riverland Remedies failed to submit its renewal application before the aforementioned deadline;

WHEREAS, Riverland Remedies has since engaged in efforts to correct its mistake and has now submitted an application under Section 4 of the Regulations, which remains pending and under review by the County;

WHEREAS, according to information available to the County, Riverland Remedies remains in good standing with Gunnison County, the Gunnison County Sheriff's Department, the Crested Butte Fire Protection District and the Riverland Property Owners' Association;

WHEREAS, because Riverland Remedies' application was untimely under Section 4 of the Regulations, both the licensee and the County require additional time to complete the process set forth for renewal of licenses as provided in Section 4 of the Regulations;

WHEREAS, Riverland Remedies has requested an administrative continuance of the Section 4 process in order to provide it and the County sufficient time to process its renewal application; and

WHEREAS, it is within the authority of the Board of County Commissioners, under the powers granted to it under Colorado law, to grant Riverland Remedies' request;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby **FINDS** Riverland Remedies' request well taken and is hereby **GRANTED.** The deadline to complete the Section 4 process as to Riverland Remedies' renewal application is hereby administratively continued until October 1, 2021.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Attest:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; 2021 Land Use Regulations (LUR) Am

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Board Public hearing on Planning Commission Recommendation for amendments to the Gunnison County Land Use Resolution

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:
CAO emailed substantive comments for review on 8/30/21 and recommends language amending LUR not be approved until concerns are addressed. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 9/2/2021 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

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

Agenda Date: 9/7/2021

Revised April 2015

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

From: Cathie Pagano, Director of Community and Economic Development

To: Board of County Commissioners

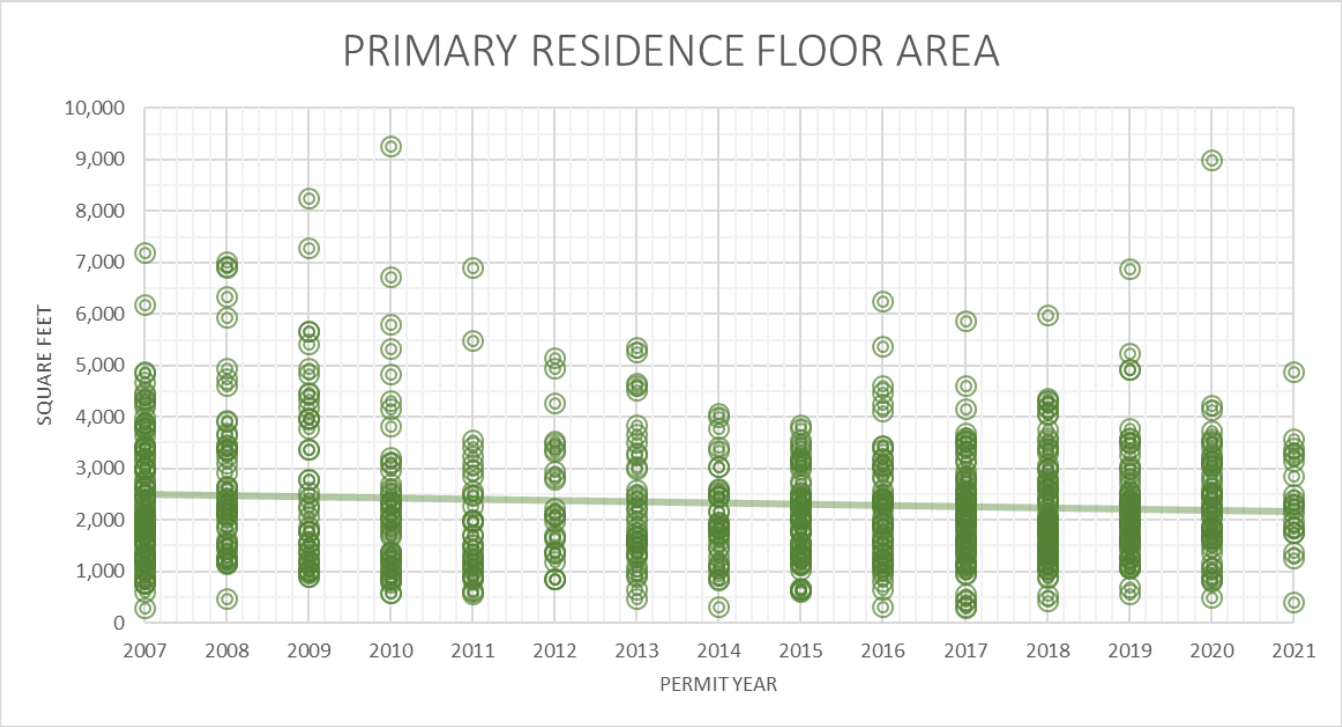
Date: September 1, 2021

Re: Land Use Resolution Amendments

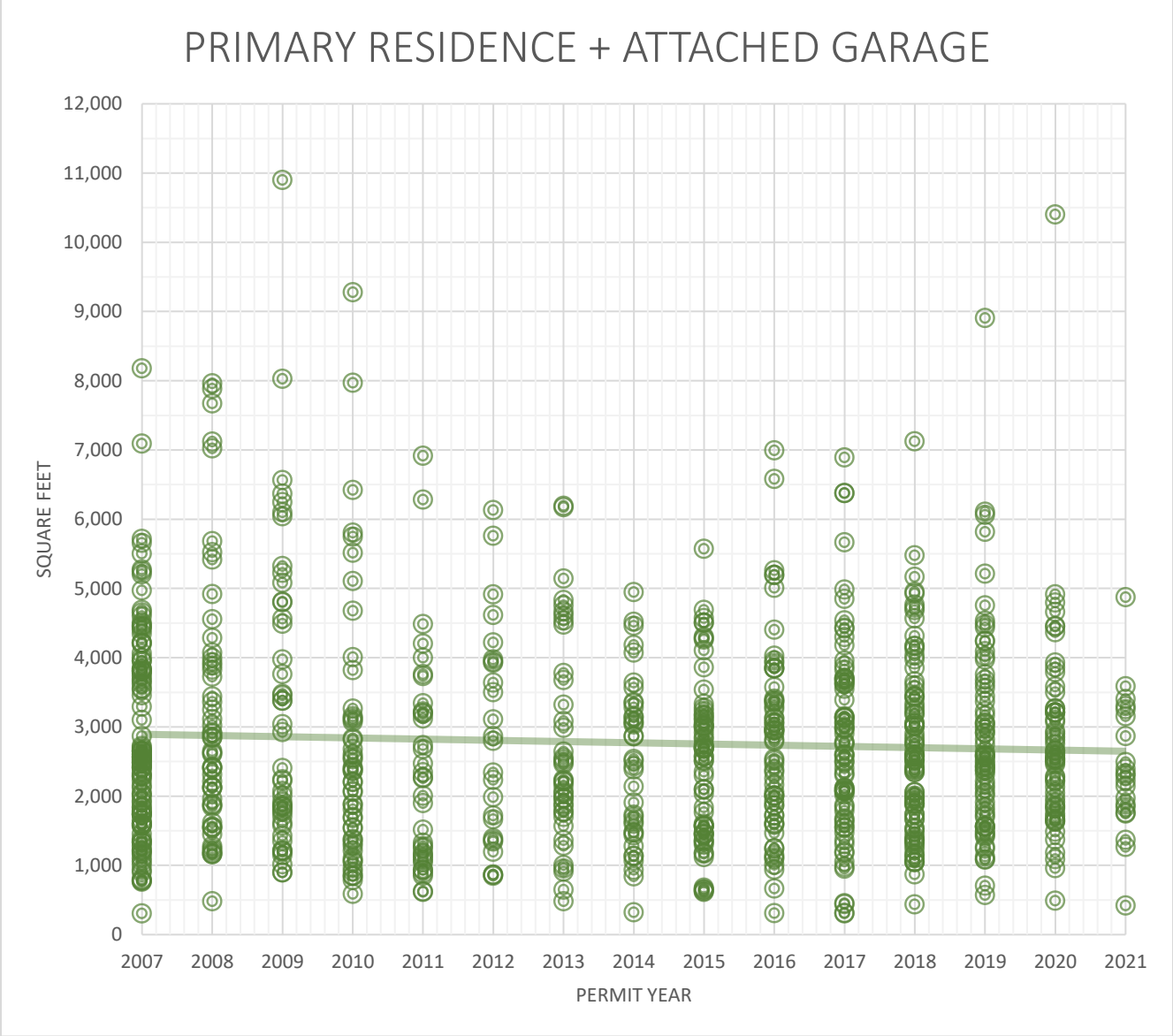
Staff has reviewed the public comments submitted regarding the Planning Commission recommendation to the Board of County Commissioners on Section 13-105: *Residential Building Sizes and Lot Coverages*. One commenter, Dan Murphy of Daniel J. Murphy Architect in Crested Butte, noted discrepancies in the data. Murphy stated that he recognized several of the data points as residences that he'd designed and that the floor area described did not include the attached garage. Staff has reviewed the data and agrees with Murphy's assertion.

The chart in the June 18, 2021 report to the Planning Commission titled "Primary Residence Floor Area," does not include the floor area of attached garages. It was described by staff at the Planning Commission meetings that the chart included both the primary residence and the attached garage. I apologize for the error.

The "Primary Residence Floor Area" chart describing the number of single family residential permits issued each year since 2007 and the square footage for each of those residences does not include attached garages. The primary residence floor area graph depicts the average home size of approximately 2,500-2,100 square feet between 2007 and 2021. The majority of the single family residential permits are for structures less than 5,000 square feet.



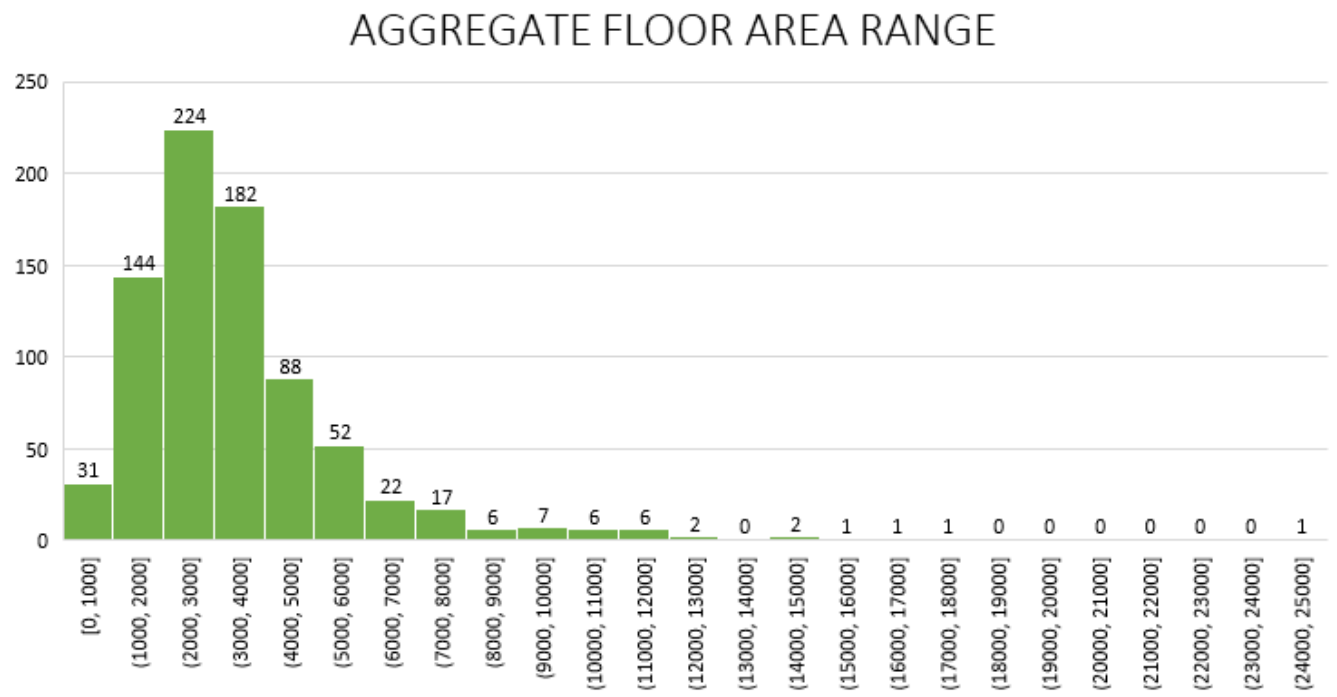
Staff has worked with the Assessor's office to create the below chart, "Primary Residence + Attached Garage" which includes the floor area of the primary residence and any attached garage. The chart more accurately depicts the size of a single building proposed on a parcel.



Of the 820 total permits analyzed between 2007 and 2021, 128 of the permits have a primary residence and attached garage larger than 4,200 square feet. Of those 128 primary residences and attached garages, 44 would have required a Minor Impact Land Use Change permit in compliance with Section 13-105: G. (if the maximum allowed floor area was 4,200 square feet)—that averages to 3.3 permits per year. The average floor area of the primary residence and attached garage is 2,774 square feet.

SFR Building Permits Issued between 2007 and June 2021		Percent of Total
Total Permits for SFR + Attached Garage	820	100%
SFR + Attached Garage > 4,200 sq. ft.	128	15%
LUC Required for > 4,200 sq. ft.	44	5%
Average LUC permit/year if 4,200 sq. ft. max	3.3	-
SFR + Attached Garage > 5,000 sq. ft.	59	7%
LUC Required for > 5,000 sq. ft.	22	2%
Average LUC permit/year if 5,000 sq. ft. max	1.5	-

The aggregate floor area range graph displays the total residential square footage for parcels in Gunnison County and identifies how many parcels fall in each range. Clearly, most parcels in the County have a total aggregate square footage between 2,000 and 3,000 square feet. This chart does not represent all parcels in Gunnison County but only those that have received some type of building permit between 2007 and 2021.



NOTICE OF A BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING CONCERNING PROPOSED AMENDMENTS TO THE GUNNISON COUNTY *LAND USE RESOLUTION*

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners will conduct a public hearing, **on Tuesday, September 7, 2021 at 9:45 a.m.** in the Commissioners meeting room, Gunnison County Courthouse, 200 E Virginia, Gunnison, CO, to hear public comment concerning proposed amendments to the Gunnison County *Land Use Resolution*.

PROPOSAL: The Planning Commission has recommended amendments to the Gunnison County Land Use Resolution concerning residential building sizes.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email: planning@gunnisoncounty.org or letter (Community Development, 221 N. Wisconsin, Suite D, Gunnison, CO 81230), so long as they are received by 5 p.m. the afternoon before the date of the meeting so that they may be submitted for the public record during the hearing. A copy of the application is available online at: *https://www.gunnisoncounty.org/436/Permit-Database*. Select "projects" and type in LUC-21-00032 to view the file. Additional information may be obtained by calling (970) 641-0360.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Community Development Department prior to the day of the hearing.

/s/ Cathie Pagano
Director of Community & Economic Development

Gunnison County, Colorado
Land Use Resolution
Draft Amendments
2021

DISCLAIMER
REGARDING THE ELECTRONIC VERSION OF
THE GUNNISON COUNTY, COLORADO
LAND USE RESOLUTION

The electronic version of this document has been checked for viruses, and as of the date of the file, tested virus-free. Gunnison County provides the electronic version of this document without warranty or conditions of any kind concerning the quality, safety, or suitability of the related software, either express or implied. In no event is Gunnison County liable for any indirect, punitive, special, incidental or consequential damages however they may arise out of or in connection with the use or performance of any files, downloads or other information, including, without limitation, those resulting from:

- reliance on the materials presented
- costs of replacement goods
- loss of use or data
- delays or business interruptions
- and any theory of liability, arising out of or in connection with the use or performance of information

There are inherent dangers in the use of any software and we caution the customer to make sure they completely understand the potential risks before downloading, modifying, using and/or distributing any part or the whole of this document. The purchaser of the electronic version of this document is solely responsible for adequate protection and backup of the data and equipment used in connection with any of the related software required to open and read the document, and Gunnison County is not liable for any damages in connection with downloading, using, modifying and/or distributing any part or the whole of this document.

Amendments

The *Gunnison County Land Use Resolution* was adopted by the Board of County Commissioners of Gunnison County, Colorado January 8, 2001 (the "effective date of this *Resolution*") and has been amended as follows:

Amendments approved May 15, 2001	*Resolution No. 18 Series 2001*
Amendments approved June 18, 2002	*Resolution No. 34 Series 2002*
Amendments approved August 8, 2002	*Resolution No. 41 Series 2002*
Amendments approved September 3, 2002	*Resolution No. 45 Series 2002*
Amendments approved February 18, 2003	*Resolution No. 22 Series 2003*
Amendments approved August 5, 2003	*Resolution No. 37 Series 2003*
Amendments approved September 11, 2003	*Resolution No. 44 Series 2003*
Amendments approved September 18, 2003	*Resolution No. 45 Series 2003*
Amendments approved September 25, 2003	*Resolution No. 48 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 53 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 54 Series 2003*
Amendments approved October 22, 2003	*Resolution No. 55 Series 2003*
Amendments approved November 4, 2003	*Resolution No. 58 Series 2003*
Amendments approved January 6, 2004	*Resolution No. 02 Series 2004*
Amendments approved June 29, 2004	*Resolution No. 37 Series 2004*
Amendments approved July 27, 2004	*Resolution No. 45 Series 2004*
Amendments approved September 7, 2004	*Resolution No. 52 Series 2004*
Amendments approved September 7, 2004	*Resolution No. 53 Series 2004*
Amendments approved August 4, 2005	*Resolution No. 42 Series 2005*
Amendments approved June 13, 2006	*Resolution No. 44 Series 2006*
Amendments approved August 1, 2006	*Resolution No. 56 Series 2006*
Amendments approved April 3, 2007	*Resolution No. 17 Series 2007*
Ministerial changes and previously-approved amendments, ratified July 10, 2007	*Resolution No. 28 Series 2007*
Amendments approved October 16, 2007	*Resolution No. 36 Series 2007*
Amendments approved October 21, 2008	*Resolution No. 10 Series 2009*
Amendments approved November 3, 2009	*Resolution No. 47 Series 2009*
Amendments approved July 6, 2010	*Resolution No. 23 Series 2010*
Amendments approved December 20, 2011	*Resolution No. 49 Series 2011*
Ministerial changes and previously-approved amendments, ratified December 4, 2012	*Resolution No. 35 Series 2012*
Amendments approved May 7, 2013	*Resolution No. 06 Series 2013*
Amendments approved November 5, 2013	*Resolution No. 23 Series 2013*
Amendment approved July 1, 2014	*Resolution No. 19 Series 2014*
Amendment approved August 19, 2014	*Resolution No. 24 Series 2014*
Amendment approved April 21, 2015	*Resolution No.10 Series 2015*
Amendment approved February 16, 2016	*Resolution No. 06 Series 2016*
Amendment approved October 2, 2018	*Resolution No. 37 Series 2018*
Amendment approved March 5, 2019	*Resolution No. 06 Series 2019*
Amendment approved August 18, 2020	*Resolution No. 30 Series 2020*

ARTICLE 4: ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

SECTION 4-101: PURPOSE

The purpose of this Article is to identify Administrative Review Projects that do not require Land Use Change Permits.

A. **INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW**. If the Community Development Department determines during review of a proposed use, including an application for a Building Permit, that the proposed use exceeds the classification criteria of Administrative Review Project listed within this Section, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project that requires a Land Use Change Permit, or a Minor or Major Impact Project shall be required.

SECTION 4-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

The following Administrative Review Projects require a Building Permit, an On-Site Wastewater Treatment System Permit, an Access Permit, Reclamation Permit, or other County permit, but shall not require an additional Land Use Change Permit; such Projects shall comply with all the other requirements of this *Resolution:*

A. EXEMPT PRIMARY RESIDENCE SMALLER THAN ~~10,000~~4,200 SQ. FT. A primary residence smaller than ~~10~~4,~~000~~ 200 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence.

B. SECONDARY STRUCTURES AND USES. The following secondary structures and uses, pursuant to Section 9-101: C: *Secondary Structures and Uses That Do Not Require a Land Use Change Permit:*

1. **BARNS AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION.** A barn or other agricultural building used in conjunction with an agricultural operation.
2. **FENCES.** Fences, which shall comply with Section 13-113: *Fencing.*
3. **GARDENS AND GREENHOUSES**. Private non-commercial gardens and greenhouses.
4. **ONE 200 SQ. FT. STORAGE SHED**. One storage shed 120 sq. ft. or smaller is permitted without obtaining a building permit, when a single-family residence has been legally permitted on the property.
5. **BARNS IN APPROVED SUBDIVISIONS**. Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County.
6. **GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS**. Gardens and greenhouses that are home occupations created and operated pursuant to Section 9-102: *Home Occupations.*
7. **POOLS AND RECREATION FACILITIES**. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.
8. **INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9- 101: F: *Standards for Integrated Secondary Residence*.
9. **ONE HOME OCCUPATION**. One home occupation, pursuant to Section 9-102: *Home Occupations*.

C. **CAMPING.** Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509: C: *No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel.*

D. SPECIAL EVENTS. A special event, pursuant to Section 9-501: *Special Events*.

E. TEMPORARY STRUCTURES. Temporary structures, pursuant to Section 9-502: *Temporary Structures*.

F. **SATELLITE DISHES.** Satellite dishes, pursuant to Section 9-503: *Satellite Dish Devices*.

G. ATTACHED WIRELESS TELECOMMUNICATIONS DEVICE. Attached wireless telecommunications device, pursuant to Section 9-504: *Attached Wireless Telecommunications Devices*.

H. KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION. Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: *Keeping of Livestock Not on an Agricultural Operation*.

I. SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM. The Colorado Department of Public Health and Environment's site approval application for a proposed expansion or alteration of an existing wastewater treatment system.

J. **DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE**. A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this *Resolution*.

K. ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES. Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement.

ARTICLE 5:
ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

SECTION 5-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements and review standards that apply to the review of applications classified as Administrative Review Projects that require Land Use Change Permits.

A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of an Administrative Review Project, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project, a Minor or Major Impact Project shall be required and an application for a Land Use Change Permit shall be required to be submitted.

SECTION 5-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

The following types of Projects are classified as Administrative Review Projects that require Land Use Change Permits:

A. PRIMARY RESIDENCE ~~10,000~~4,200 SQ. FT. OR LESS, IN EXISTING PLATTED SUBDIVISION. A primary residence smaller than ~~10,000~~4,200 sq. ft., located within an existing platted subdivision. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence.

B. AGGREGATE RESIDENTIAL SQUARE FOOTAGE LESS THAN ~~12,500~~5,700 SQ. FT. On one parcel, the aggregate square footage of structures less than ~~12,500~~5,700 sq. ft., (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse), that may include:

1. **RESIDENTIAL LIVING AREA AND ATTACHED GARAGES ~~10,000~~4,200 SQ. FT. OR LESS.** ~~10,000~~4,200 or less sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: *Uses Secondary to a Primary Residence*) and a garage attached to a residence.

C. MULTI-FAMILY RESIDENCE SMALLER THAN 10,000 SQ. FT.. A multi-family residence smaller than 10,000 sq. ft. The multi-family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages.

D. AGGREGATE SQUARE FOOTAGE SMALLER THAN 12,500 SQ. FT. FOR MULTI-FAMILY RESIDENCE(S). An aggregate of less than 12,500 sq. ft. of residential living area and accessory structures allowed by Division 9-100: *Secondary Uses and Activities* on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

~~C~~E. SECONDARY STRUCTURES AND USES. The following secondary structures and uses, pursuant to Section 9-101: D: *Secondary Structures and Uses That Require a Land Use Change Permit:*

1. **SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING AND HAS NO KITCHEN**. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations*.

2. **MORE THAN ONE HOME OCCUPATION.** More than one home occupation, pursuant to Section 9-102: *Home Occupations.*

~~D~~F. MOBILE HOME NOT IN A MOBILE HOME COMMUNITY. A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-201: *Individual Manufactured and Mobile Homes.*

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

EG. **BOUNDARY LINE ADJUSTMENT**. An application to adjust the lot line between adjacent parcels or lots in platted approved subdivisions when the adjustment is in compliance with Section 5-103: *Standards for Approval of Administrative Review Projects.*

FH. **LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned.

GI. **CORRECTION PLAT.** An application to correct a technical error in a subdivision plat that has been approved and recorded.

HJ. **REPAIR OF EXISTING DISTRIBUTION LINES.** Repair of existing distribution lines located substantially within an existing utility easement.

IK. **ALTERATION OF APPROVED BUILDING ENVELOPES.** Alterations of building envelopes on lots that were approved as an element of a Land Use Change Permit.

JL. **SUBDIVISION EXEMPTION TO "VALIDATE" AN EXISTING LOT.** Pursuant to C.R.S. 30-28-101 (10) (d)., the "validation" of a lot that existed prior to the effective date of this *Resolution*, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot "legal lot").

KM. **EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS.** Expansion or change of a commercial or industrial use existing as of the effective date of this *Resolution,* when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land.

LN. **PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT.** A constructed condominium or townhome Project, or individual phase of a condominium or townhome Project, for which a Land Use Change Permit has been approved for the overall development.

MO. **LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: *Limited Mineral Exploration.*

NP. **UNDERGROUND MINERAL EXPLORATION**. An application for underground mineral exploration for operations existing as of the effective date of this *Resolution*, as addressed in Section 9-402: D: *Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity.*

OQ. **EXTRACTION OF CONSTRUCTION MATERIALS**. Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: *Limited Construction Material Extraction.*

PR. **CONSTRUCTION OF A DRIVEWAY ON A VACANT PARCEL OF LAND PRIOR TO ISSUANCE OF A BUILDING OR ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT.** The construction of a driveway on vacant land prior to the issuance of a building or on-site wastewater treatment system permit., excluding agricultural or temporary access permits.

QS. **NON-COMMERCIAL USE OF HELICOPTER FOR ACCESS TO PRIVATE PROPERTY**. The non-commercial use of a helicopter solely for the use by the property owner for access to private property.

RT. **AMENDMENT OR TERMINATION OF SUBDIVISION COVENANTS.** Amendment or termination of subdivision covenants, for covenants approved as part of the subdivision approval by Gunnison County.

SECTION 5-103: STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

A. **GENERAL STANDARDS.** An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:

1. **COMPLY WITH APPLICABLE STANDARDS.** The land use change shall comply with all applicable standards and other provisions of this *Resolution*.

2. **COMPATIBILITY WITH COMMUNITY CHARACTER**. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future

Formatted: Normal + Left 0.5"

ARTICLE 6:
MINOR IMPACT PROJECTS

SECTION 6-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements, and review standards that apply to the review of Land Use Change Permit applications for developments classified as Minor Impact Projects.

A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW. If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of a Minor Impact Project as listed within this Article, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered, the appropriate submittals shall be required, and the appropriate review process initiated.

SECTION 6-102: PROJECTS CLASSIFIED AS MINOR IMPACT PROJECTS

The following uses shall be classified and reviewed as Minor Impact Projects:

A. 2-4 UNITS. 2-4 units that are subdivision lots, duplex units, or multiple-family residences, except as allowed pursuant to Section 9-101: D. 2.: *Secondary Structures and Uses Classified as Minor Impact Projects.*

B. PRIMARY RESIDENCE ~~10,000~~4,200 SQ. FT. OR LARGER. A primary residence ~~10,000~~4,200 sq. ft. or larger. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

C. AGGREGATE SQUARE FOOTAGE OF ~~12,500~~5,700 OR MORE SQ. FT. An aggregate of ~~12,500~~5,700 or more sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Division 9-100: *Secondary Uses and Activities* on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

D. MULTI-FAMILY RESIDENCE 10,000 SQ. FT. OR LARGER. A multi-family residence 10,000 sq. ft. or larger. The multi-family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages.

E. AGGREGATE SQUARE FOOTAGE OF 12,500 SQ. FT. OR LARGER FOR MULTI-FAMILY RESIDENCE(S). An aggregate of 12,500 sq. ft. or larger of residential living area and accessory structures allowed by Division 9-100: *Secondary Uses and Activities* on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

F. AGGREGATE SQUARE FOOTAGE GREATER THAN 45 PERCENT OF AREA. An aggregate square footage of structures that exceeds 45 percent of the total area of one parcel, pursuant to *Section 13-105: Residential Building Sizes and Lot Coverages.*

EG. MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT. More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: *Uses Secondary to a Primary Residence.*

FH. DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS. Any development other than a Project classified as a Major Impact Project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to Section 11-108: F: *Impact Classification.*

GI. CLEARING OF MORE THAN 7500 SQ. FT. OF LAND. Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation.

HJ. NEW COMMERCIAL, INDUSTRIAL 10,000 SQ. FT., OR FIVE ACRES OR LESS. A new commercial or industrial structure equal to or less than 10,000 sq. ft. or a new commercial or industrial use developed on five acres or less.

IK. 10,000-15,000 SQ. FT. EXPANSION OF COMMERCIAL OR INDUSTRIAL USE. A 10,000–15,000 sq. ft. expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*.

Formatted: Font: Not Italic

Formatted: Highlight

Formatted: Font: Bold, Highlight

Formatted: Highlight

Formatted: Font: Bold, Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

JL. **FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURE**. Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to Section 9-505: *Freestanding Wireless Telecommunication Structures.*

KM. **SMALL NEW OR EXPANDED MINING OPERATION**. A new, or expansion of a mining operation that operates for no more than 180 days per year, produces fewer than 10,000 tons of ore/waste per year and affects no more than two surface acres of land, pursuant to Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*

LN. **CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD.** Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years.

MO. **GENERAL ROAD CUTTING OR CONSTRUCTION**. Road cutting or construction, except that cutting or construction and maintenance of a road that provides access solely for an agricultural operation shall not be classified as a Minor Impact Project, and shall not require review.

NP. **SUBDIVISION PLAT VACATION, AMENDMENT OR REPLAT.** Vacation, amendment or replat of a recorded subdivision plat.

OQ. **TRANSMISSION LINES**. Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a Project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved.

PR. **BED AND BREAKFAST.** Bed and breakfast business, pursuant to Section 9-103: *Bed and Breakfast.*

QS. **CHILD CARE CENTER**. A child care center, pursuant to Section 9-506: *Child Care Center*.

UT. **GROUP HOME**. A group home, pursuant to Section 9-507: *Group Home.*

RU. **WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS**. New Projects or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to Section 13-118: *Water Impoundments.*

SV. **EXPANSION OR EXTENSION OF SNOWPLOWING**. Expansion or extension of snowplowing, pursuant to Section 11-110: F: *Expansion or Extension of Snowplowing.*

TW. **COMMERCIAL WEDDING SITE.** The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event.

8. **SIZE OF AFFECTED WORK FORCE.** The size of the affected workforce of a business shall be considered, but shall not be the deciding factor in determining the legitimacy of an emergency.

9. **ALL STRUCTURES TEMPORARY; RECLAMATION TO ORIGINAL CONDITION REQUIRED.** All structures approved by the Exception shall be temporary, and the site approved for the Exception shall be returned, to the maximum extent feasible, to the condition in which it was before the temporary land use approved by the Exception was initiated.

SECTION 13-105: RESIDENTIAL BUILDING SIZES AND LOT COVERAGES

A. PURPOSES. This Section establishes standards for structure sizes and building envelopes to achieve the purposes stated in Section 1-103: *Purposes* and in addition, to preserve the historic and architectural scale of structures and building envelopes in the county, to provide for innovation and flexibility in the use of individual parcels, and to recognize that a variety of appropriately sized, sited and scaled buildings are an amenity to Gunnison County.

B. APPLICABILITY.

1. **RESIDENTIAL AND RESIDENTIAL/MIXED USES**. The requirements of this Section shall apply to all residential and residential/mixed land uses, including multiple-family housing developments.

2. **RESIDENCES ASSOCIATED WITH AGRICULTURAL, COMMERCIAL OR INDUSTRIAL OPERATIONS.** Residences associated with agricultural, commercial or industrial operations shall be subject to maximum structure size requirements of this Section. However, the size of accessory structures, the aggregate size of residences and accessory structures, the constraints on coverage and on building envelopes shall not apply to agricultural, commercial or industrial operations.

C. PARCELS SMALLER THAN 6,500 SQ. FT. The aggregate square footage of all structures on a parcel that is smaller than 6,500 sq. ft. shall not exceed 45 percent of the square footage of the parcel unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*.

D. PARCELS EQUAL TO OR LARGER THAN 6,500 SQ. FT. The following shall apply to residential structures on parcels equal to or larger than 6,500 sq. ft:

1. **PERCENT OF COVERAGE**. In no event shall the aggregate square footage of coverage by structures on a parcel 6,500 sq. ft. or larger exceed 45 percent of the total area of the parcel, or 4,100 sq. ft. whichever is greater, unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*.

2. **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES**. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed ~~10,000~~4,200 sq. ft. ~~(and a secondary residence no larger than 2,500 sq. ft.)~~ and the aggregate of all structures shall not exceed ~~12,500~~5,700 sq. ft. unless:

   a. **LAND USE CHANGE PERMIT APPROVES GREATER SIZE.** Approved pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard*.

3. **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY DEVELOPMENT.** No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall exceed 10,000 sq. ft. and the aggregate of all structure shall not exceed 12,500 sq. ft. unless:

   a. **LAND USE CHANGE PERMIT APPROVES GREATER SIZE.** Approved pursuant to Section 13-105: G: Impact Classification and Required Findings for Coverage Exceeding Standard.

~~**E. ADDITIONAL FEE FOR RESIDENCES LARGER THAN 1,000 SQ. FT.** A fee shall be included within the overall Land Use Change Permit fee for those residences larger than 1,000 sq. ft., subject to a schedule of fees adopted by the Board, available in the Community Development Department.~~

F. BUILDING ENVELOPE. The following standards shall apply in the location and use of a residential building envelope:

1. **BUILDINGS SHALL BE CONFINED IN ENVELOPE.** Except as approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard,* all structures on a parcel equal to or larger than 6,500 sq. ft. must be confined in a compact building envelope.

2. **BUILDINGS SHALL SHARE SAME SERVICES.** Except when not practicable or efficient, or as may be modified or prohibited by County, state or federal regulation, all buildings on a parcel that is 6,500 sq. ft. or larger shall:

   a. **SHARE SEWAGE DISPOSAL.** Share the same On-Site Wastewater Treatment System;

   b. **SHARE WATER SUPPLY**. Utilize the same water supply;

   c. **BE LOCATED IN SAME DRAINAGE BASIN**. Be located in the same drainage basin; and

   d. **SHARE ROAD AND DRIVEWAY**. Be accessed by the same road and driveway.

G. IMPACT CLASSIFICATION AND REQUIRED FINDINGS FOR COVERAGE EXCEEDING STANDARD. An application for a primary residence larger than ~~10,000~~4,200 sq. ft. or for an aggregate of structures larger than ~~12,500~~5,700 sq. ft. shall be classified and reviewed as a Minor Impact Project. No approval shall be given to a Project that exceeds the maximum coverage, building size, or the aggregate size of buildings allowed by this Section unless, in addition to the proposal's having complied with Article 10: *Locational Standards*, Article 11: *Resource Protection Standards*, Article 12: *Development Infrastructure Standards*, and Article 13: *Project Design Standards*, the Planning Commission finds by clear and convincing evidence that the Project shall meet or exceed the following standards:

1. **FINDING OF NO OBTRUSIVE VISIBILITY REQUIRED FOR APPROVAL.** The structure(s) is found not to be obtrusively visible. Elements to minimize such visibility shall include:

   a. **MINIMIZE VISIBILITY OF STRUCTURE BY SITING.** The proposed Project and structures have been sited and shall be constructed using existing topography and natural vegetation for screening to the maximum extent feasible, to minimize the visibility of each structure from outside of the parcel on which it is to be built. During construction and use, disturbance and removal of existing vegetation outside of the permanent footprint of the structures shall be constrained to the maximum extent feasible, and restored substantially to its preconstruction state, to the maximum extent feasible; and

   b. **MINIMIZE VISIBILITY OF STRUCTURE BY SCREENING**. After such siting, any structure that would be obtrusively visible from outside of the parcel on which it is to be built shall be screened to the maximum extent feasible from such visibility to preserve the natural characteristics of the site by natural vegetation,

Formatted: Indent: Left: 0.25"

Formatted: Font: Bold

Formatted: Font: Not Italic

landscaping and architectural techniques (including colors that blend with the natural background, forms, and textures of the site, non-reflectability and clustering). Natural land forms are acceptable as screening; earth berming is acceptable only if it replicates the natural forms, scale and characteristics of the site. Deciduous vegetation of adequate density in its non-foliage season to provide effective screening is acceptable in combination with other screening techniques.

c. **LOCATION OF UTILITIES UNDERGROUND.** Utilities shall be located and installed, to the maximum extent feasible, to not be visible. If installed underground, the natural environment disturbed by installation shall be restored to the maximum extent feasible to its condition before the utilities were installed.

2. **OBTRUSIVE VISIBILITY SHALL CAUSE DENIAL.** If, after such siting and screening, any portion of a structure is obtrusively visible from outside of the parcel on which it is to be built, that portion of the Project shall be denied. In order to meet this standard, the entire structure need not be invisible from outside of the parcel on which it is to be built.

H. **FURTHER SUBDIVISION.** Nothing in this Section forbids, or shall be construed to forbid, subdivision of a parcel on which there exists a residential structure larger than ~~10,000~~4,200 sq. ft. or an aggregate of structures larger than ~~12,500~~5,700 sq. ft., except that no subdivision shall be permitted unless the resulting parcel that contains the structure that exceeds ~~10,000~~4,200 sq. ft., and/or all of the buildings that total an aggregate of ~~12,500~~5,700 sq. ft. is at least 40 35 acres in size.

Formatted: Highlight

APPENDIX

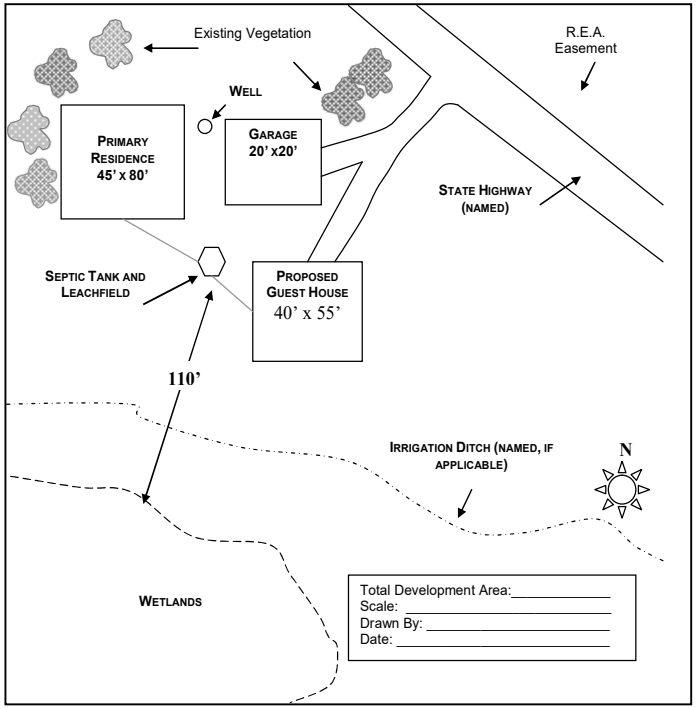
Tables in the Appendix:

Appendix Table 1: *Impact Classifications*
Appendix Table 2: *Summary of Review Processes*
Appendix Table 3: *Off-Road Parking Requirements*

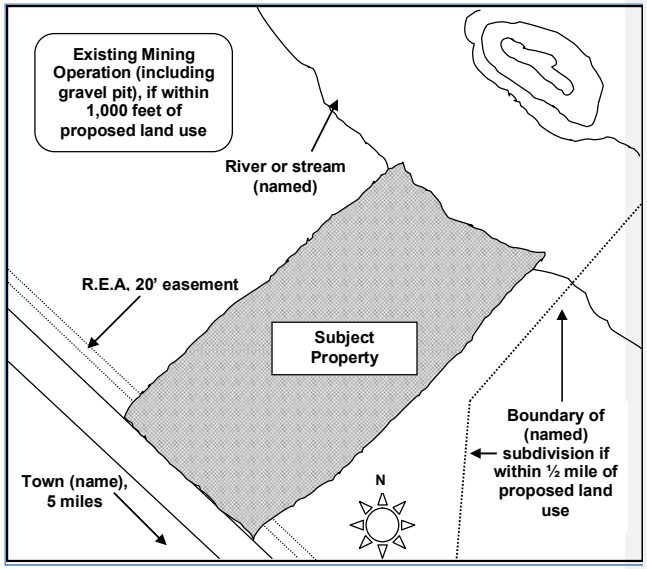
Figures in the Appendix:

Appendix Figure 1: *Site Plan Example*
Appendix Figure 2: *Vicinity Map Example*
Appendix Figure 3: *General Review Process for Land Use Change Permits*
Appendix Figure 4: *General Review Process for Administrative Review Projects That Require Land Use Change Permits*
Appendix Figure 5: *General Review Process for Minor Impact Projects*
Appendix Figure 6: *Sketch Plan Review Process for Major Impact Projects*
Appendix Figure 7: *Preliminary Plan Review Process for Major Impact Projects*
Appendix Figure 8: *Final Plan Review Process for Major Impact Projects*

APPENDIX FIGURE 1: SITE PLAN EXAMPLE



APPENDIX FIGURE 2: VICINITY MAP EXAMPLE



APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
• **EXEMPT PRIMARY RESIDENCE SMALLER THAN ~~10,000~~4,200 SQ. FT.** A primary residence smaller than ~~10,000~~4,200 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. • **BARNS AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION.** A barn or other agricultural building used in conjunction with an agricultural operation. • **FENCES.** Fences, which shall comply with Section 13-113: *Fencing.* • **GARDENS AND GREENHOUSES**. Private non-commercial gardens and greenhouses. • **ONE 120 SQ. FT. STORAGE SHED**. One storage shed 120 sq. ft. or smaller. • **BARNS IN APPROVED SUBDIVISIONS**. Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County. • **GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS**. Gardens and greenhouses that are home occupations, created and operated pursuant to Section 9-102: *Home Occupations*. • **POOLS AND RECREATION**	• **PRIMARY RESIDENCE SMALLER THAN ~~10,000~~4,200 SQ. FT. ~~OR LESS~~, IN EXISTING PLATTED SUBDIVISION.** A primary residence smaller than ~~10,000~~4,200 sq. ft., located within an existing platted subdivision. • **AGGREGATE RESIDENTIAL SQUARE FOOTAGE LESS THAN ~~12,500~~5,700 SQ. FT.** On one parcel ~~T~~the aggregate square footage of structures less than ~~12,500~~5,700 sq. ft., (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 120 sq.ft. storage shed, and a private greenhouse), that may include: • **RESIDENTIAL LIVING AREA SMALLER THAN ~~10,000~~4,200 SQ. FT. ~~OR LESS.~~** Residential living area smaller than ~~10,000~~4,200 ~~or less~~ sq. ft. ~~of residential living area~~ (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: *Uses Secondary to a Primary Residence*); and • **MULTI-FAMILY RESIDENCE SMALLER THAN 10,000 SQ. FT.** A multi-family residence smaller than 10,000 sq. ft.. The multi-family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages. • **AGGREGATE SQUARE FOOTAGE SMALLER THAN 12,500 SQ. FT. FOR MULTI-FAMILY RESIDENCE(S).** An aggregate of less than 12,500 sq. ft. of residential living area and accessory	• **PRIMARY RESIDENCE ~~10,000~~4,200 SQ. FT. OR LARGER.** A primary residence ~~10,000~~4,200 sq. ft. or larger. • **AGGREGATE SQUARE FOOTAGE OF ~~12,500~~5,700 OR MORE SQ. FT.** An aggregate of ~~12,500~~5,700 or more sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Division 9-100: *Secondary Uses and Activities* on one parcel, pursuant to *Section 13-105: Residential Building Sizes and Lot Coverages.* • **MULTI-FAMILY RESIDENCE 10,000 SQ. FT. OR LARGER.** A multi-family residence 10,000 sq. ft. or larger. The multi-family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages. • **AGGREGATE SQUARE FOOTAGE OF 12,500 SQ. FT. OR LARGER FOR MULTI-FAMILY RESIDENCE(S).** An aggregate of 12,500 sq. ft. or larger of residential living area and accessory structures allowed by Division 9-100: Secondary Uses and Activities on one parcel, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages.	• **MORE THAN FOUR UNITS.** More than four units that are subdivision lots, duplex units, or multiple-family residences. • **NEW COMMERCIAL, INDUSTRIAL LARGER THAN 5,000 SQ. FT. OR FIVE ACRES.** A new commercial or industrial use of more than 5,000 sq. ft. of structure, or on a parcel of more than five acres, or which, because of projected traffic, hours of operation, or type of use, may be classified as a Major Impact project, or would be the first instance of a commercial or industrial land use in an area in which no other commercial or industrial land use currently exists. • **EXPANSION OF COMMERCIAL OR INDUSTRIAL USE OF 10,000 SQ. FT. OR MORE.** Expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*, of 10,000 sq. ft. or more. • **LARGE NEW OR EXPANDED MINING OPERATIONS.** New or expanded mining operations that operate for more than 180 days per year, produces more than 10,000 tons of ore/waste per year, or affects more than two surface acres

Formatted: Highlight
Formatted: Font: Bold, Highlight
Formatted: Highlight
Formatted: Font: Bold, Highlight
Formatted: Highlight
Formatted: Font: Bold, Highlight
Formatted: Highlight
Formatted: Font: Bold, Highlight
Formatted: Highlight
Formatted: Font: Not Bold, Highlight

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
FACILITIES. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group. • **INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9-101. 7.: *Standards for Integrated Secondary Residence*. • **ONE HOME OCCUPATION**. One home occupation, pursuant to Section 9-102: *Home Occupations*. • **CAMPING.** Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509: C. *No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel.* • **SPECIAL EVENTS**. A special event, pursuant to Section 9-501: *Special Events.* • **TEMPORARY STRUCTURES.** Temporary structures, pursuant to Section 9-502: *Temporary Structures.* • **SATELLITE DISHES.** Satellite dishes, pursuant to Section 9-503: *Satellite Dish Devices*. • **ATTACHED WIRELESS**	structures allowed by Division 9-100: Secondary Uses and Activities on one parcel, pursuant to Section 13-105: Residential Building Sizes and Lot Coverages. • **SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING AND HAS NO KITCHEN**. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations.* • **MORE THAN ONE HOME OCCUPATION.** More than one home occupation, pursuant to Section 9-102: *Home Occupations.* • **MOBILE HOME NOT IN A MOBILE HOME COMMUNITY.** A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-202: *Individual Manufactured and Mobile Homes*. • **BOUNDARY LINE ADJUSTMENT**.. An application to adjust the lot line between adjacent parcels or lots not in platted approved subdivisions, when the adjustment is in compliance with Section 5-103: *Standards for Approval of Administrative Review Projects.* • **LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned. • **CORRECTION PLAT.** An application to correct a technical error in a subdivision plat that has been approved and recorded.	• **MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT.** More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: *Uses Secondary to a Primary Residence*. • **2-4 UNITS.** 2-4 units that are subdivision lots, duplexes, or multiple-family residences, except as allowed pursuant to Section 9-101: G: *Secondary Structures and Uses Classified as Minor Impact Projects*. • **DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS**. Any development other than a project classified as a Major Impact project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to *Section 11-108: E: Impact Classification.* • **CLEARING OF MORE THAN 7500 SQ. FT. OF LAND**. Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation. • **NEW COMMERCIAL, INDUSTRIAL 5,000 SQ. FT., OR FIVE ACRES OR LESS**. A new commercial or industrial structure equal to or less than 5,000 sq. ft: or a commercial or industrial use developed on five acres or less. • **5.000-9,999 SQ. FT. EXPANSION OF COMMERCIAL OR INDUSTRIAL USE**. Expansion of a	of land, pursuant to Division 9-400*: Exploration, Extraction and Processing of Minerals and Construction Materials.* • **LARGE CONSTRUCTION MATERIALS OPERATIONS.** Any sand, gravel or quarry operation providing material that will operate for more than two years, pursuant to *Division 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.* Larger operations may require review under the *Gunnison County Special Development Projects Regulations.* • **WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS I DAMS**. New projects, or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class I dam, pursuant to Section 13-118: *Water Impoundments.* • **TRANSMISSION LINES.** Construction of a new transmission line(s) in an area in which no line(s) currently exists, but not including a project for which a Land Use Change Permit has been granted in which the design, construction, location and impacts of the utility

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
TELECOMMUNICATIONS DEVICE. Attached wireless telecommunications device, pursuant to Section 9-504: *Attached Wireless Telecommunications Devices.* • **KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION.** Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: *Keeping of Livestock Not on an Agricultural Operation.* • **SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM**. The Colorado Department of Public Health and Environment's site approval application for a proposed expansion or alteration of an existing wastewater treatment system. • **DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE**. A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this *Resolution*. • **ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES**. Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement.	• **REPAIR OF EXISTING DISTRIBUTION LINES.** Repair of existing distribution lines located substantially within an existing utility easement. • **ALTERATION OF APPROVED BUILDING ENVELOPES.** Alterations of building envelopes on lots that were approved as an element of a Land Use Change Permit. • **SUBDIVISION EXEMPTION TO "VALIDATE" AN EXISTING LOT.** Pursuant to C.R.S. 30-28-101 (10) (d)., the "validation" of a lot that existed prior to the effective date of this *Resolution*, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot "legal lot"). • **EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS.** Expansion or change of a commercial or industrial use existing as of the effective date of this *Resolution,* when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land. • **PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT.** A constructed condominium or townhome project for which a Land Use Change Permit has been approved for the overall development. • **LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: *Limited Mineral Exploration.* • **UNDERGROUND MINERAL EXPLORATION**. An application for	commercial or industrial use, existing as of the effective date of this *Resolution*, of 5,000 – 9,999 sq. ft. • **FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURE**. Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to *Section 9-505: Freestanding Wireless Telecommunication Structures.* • **SMALL NEW OR EXPANDED MINING OPERATIONS**. New or expanded mining operation that operates for no more than 180 days per year, produces fewer than 10,000 tons of ore/waste per year and affects no more than two surface acres of land, pursuant to *Division 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.* • **CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD.** Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years. • **GENERAL ROAD CUTTING OR CONSTRUCTION**. Road cutting or construction, except that cutting or construction and maintenance of a road that provides access solely for an agricultural operation shall not be classified as a Minor Impact project,	line(s) were reviewed and approved. • **PRECEDENT FOR FUTURE LAND USE THAT IS DIFFERENT THAN EXISTING USE.** Any proposal that sets a precedent for future land use that is significantly different than existing land uses in the impact area.

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
	underground mineral exploration for operations existing as of the effective date of this *Resolution*, as addressed in Section 9-402: D: *Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity.* • **EXTRACTION OF CONSTRUCTION MATERIALS**. Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: *Limited Construction Material Extraction.*	and shall not require review. • **TRANSMISSION LINES**. Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved. • **BED AND BREAKFAST.** Bed and breakfast business, pursuant to *Section 4-103: Bed and Breakfast.* • **CHILD CARE CENTER**. A child care center, pursuant to Section 9-506: *Child Care Center.* • **GROUP HOME**. A group home, pursuant to *Section 9-507: Group Home.* • • **FREESTANDING WIRELESS COMMUNICATION STRUCTURES**. Freestanding wireless communication structures, pursuant to *Section 9-505: Freestanding Wireless Communication Structures.* • **WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS**. New projects or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam,	

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
		pursuant to *Section 13-118: Water Impoundments*. • **EXPANSION OR EXTENSION OF SNOWPLOWING**. Expansion or extension of snowplowing, pursuant to *Section 11-110: F: Expansion or Extension of Snowplowing*. • **COMMERCIAL WEDDING SITE.** The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event.	

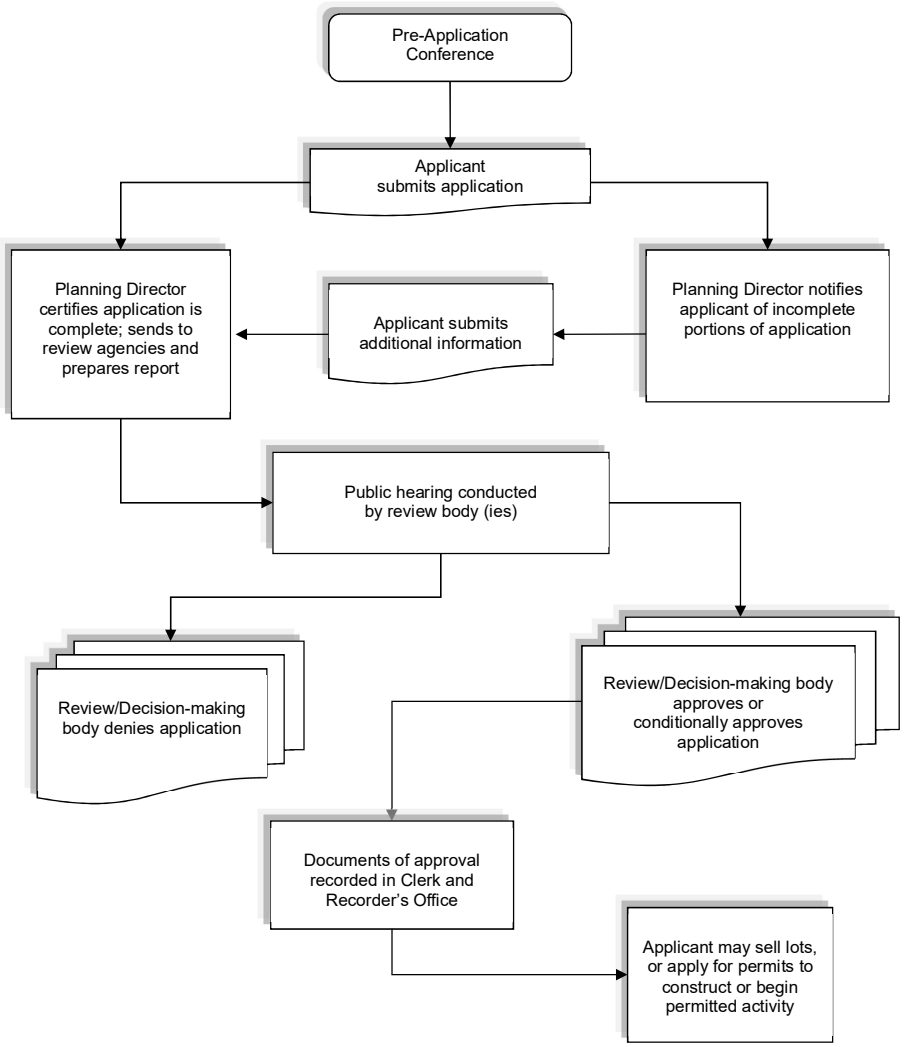
APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	BOARD OF COMMISSIONERS	BOARD OF ADJUSTMENTS	PUBLIC HEARING
ADMINISTRATIVE REVIEW PROJECTS						
ALL ADMINISTRATIVE REVIEW PROJECTS	Optional	Community Development Director makes decision	N/A	Decisions may be appealed to the Board	N/A	None
MINOR IMPACT PROJECTS						
MINOR IMPACT SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes recommendation to Board	Makes decision; subdivision plat requires Board Signature	N/A	Planning Commission and Board jointly conduct one hearing
MINOR IMPACT NOT A SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes decision	Decisions may be appealed to the Board	N/A	Planning Commission conducts one hearing
MINOR IMPACT, EXTENSION OF SNOWPLOWING	Optional	N/A	N/A	Makes decision	N/A	Board conducts one hearing
MAJOR IMPACT PROJECTS						
SKETCH PLAN	Mandatory	Provides analysis of Sketch Plan to Planning Commission	Makes recommendation to Board	Makes decision	N/A	One jointly conducted hearing required by Commission; and Board; Board has option to separately conduct one additional
PRELIMINARY PLAN	Mandatory	Provides analysis of Preliminary Plan to Planning Commission	Makes recommendation to Board	Makes decision	N/A	One jointly conducted hearing by Commission and Board; Board has option to separately conduct one additional

APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

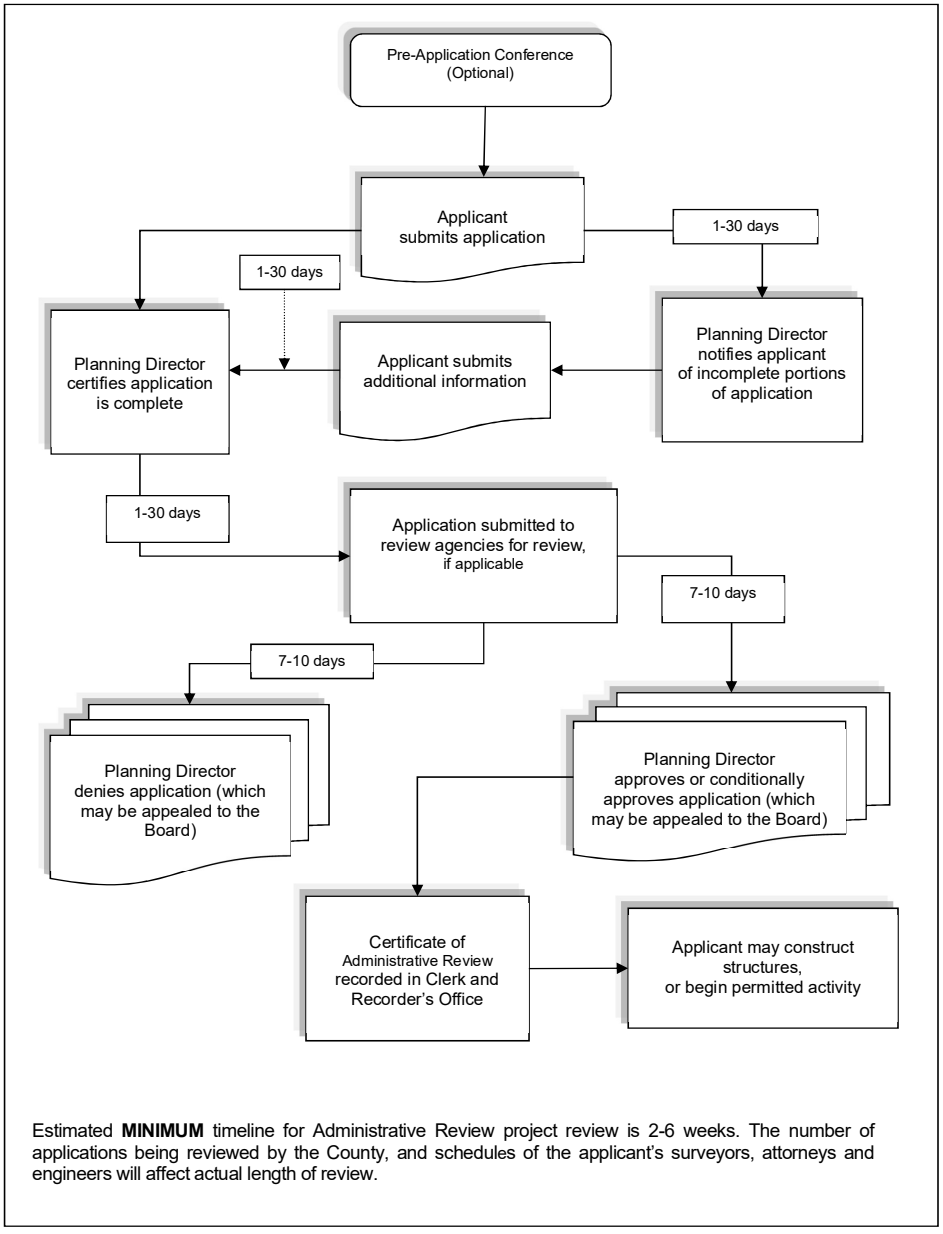
APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	BOARD OF COMMISSIONERS	BOARD OF ADJUSTMENTS	PUBLIC HEARING
FINAL PLAN	Optional	Provides analysis of Final Plan to Board	If included as a specific condition of Preliminary Plan Approval, Commission reviews and makes recommendation to board	Makes decision	N/A	None
MISCELLANEOUS PROCESSES						
VARIANCE FROM SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY	N/A	Building Inspector presents report and analysis to Board of Adjustments	N/A	N/A	Makes decision	Board of Adjustment has one hearing
VARIANCE FROM SIGN REQUIREMENTS	N/A	Building Inspector presents report and analysis to Board	N/A	Makes decision	N/A	None
VARIANCE FROM FLOODPLAIN DEVELOPMENT REQUIREMENTS	N/A	Presents report and analysis to Board	N/A	Makes decision	N/A	None
EXTENSION OF VESTED RIGHT DURING TERM OF PERMIT	N/A	N/A	N/A	Makes decision	N/A	Board conducts one hearing
DESIGNATION OF SPECIAL GEOGRAPHIC AREAS	N/A	Prepares maps and provides analysis for Planning Commission on this *Resolution* language	Makes recommendation to Board	Makes decision	N/A	Planning Commission and Board jointly conduct one hearing
AMENDING THIS *RESOLUTION*	N/A	Makes analysis to Planning Commission	Makes recommendation to Board	Makes decision	N/A	Board required to conduct one hearing

APPENDIX FIGURE 3: GENERAL REVIEW PROCESS FOR LAND USE CHANGE PERMITS



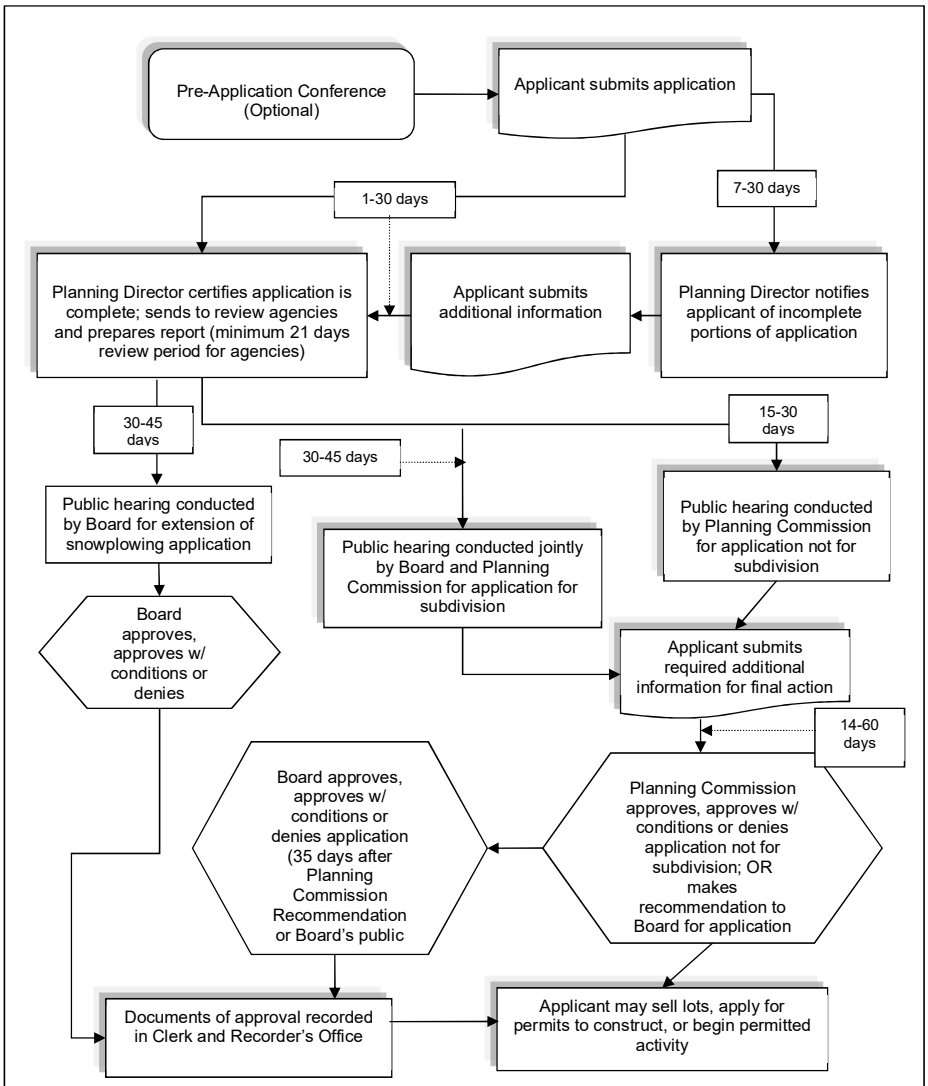
Both the Planning Commission and Board may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 4: GENERAL REVIEW PROCESS FOR ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS



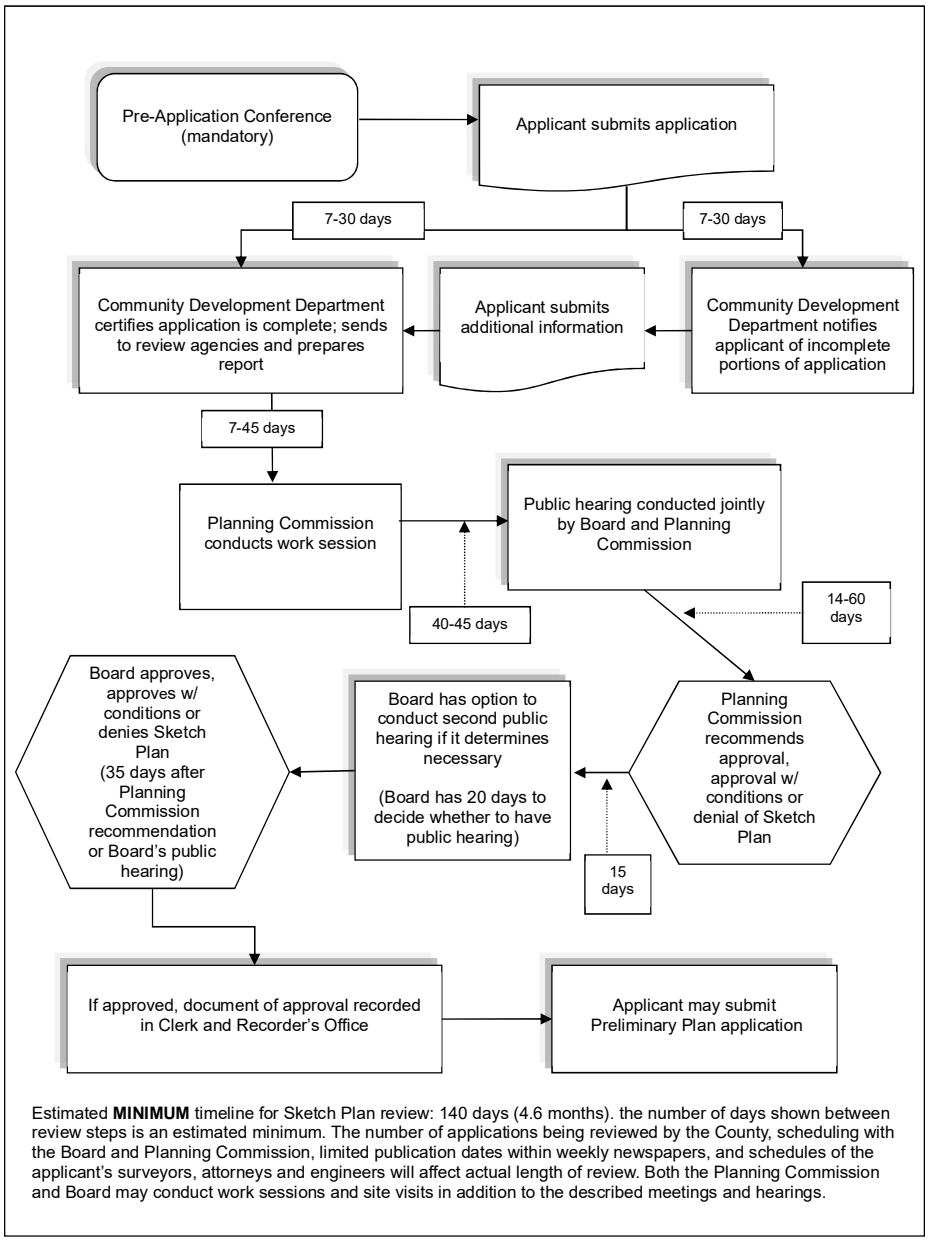
Estimated **MINIMUM** timeline for Administrative Review project review is 2-6 weeks. The number of applications being reviewed by the County, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review.

APPENDIX FIGURE 5: GENERAL REVIEW PROCESS FOR MINOR IMPACT PROJECT :



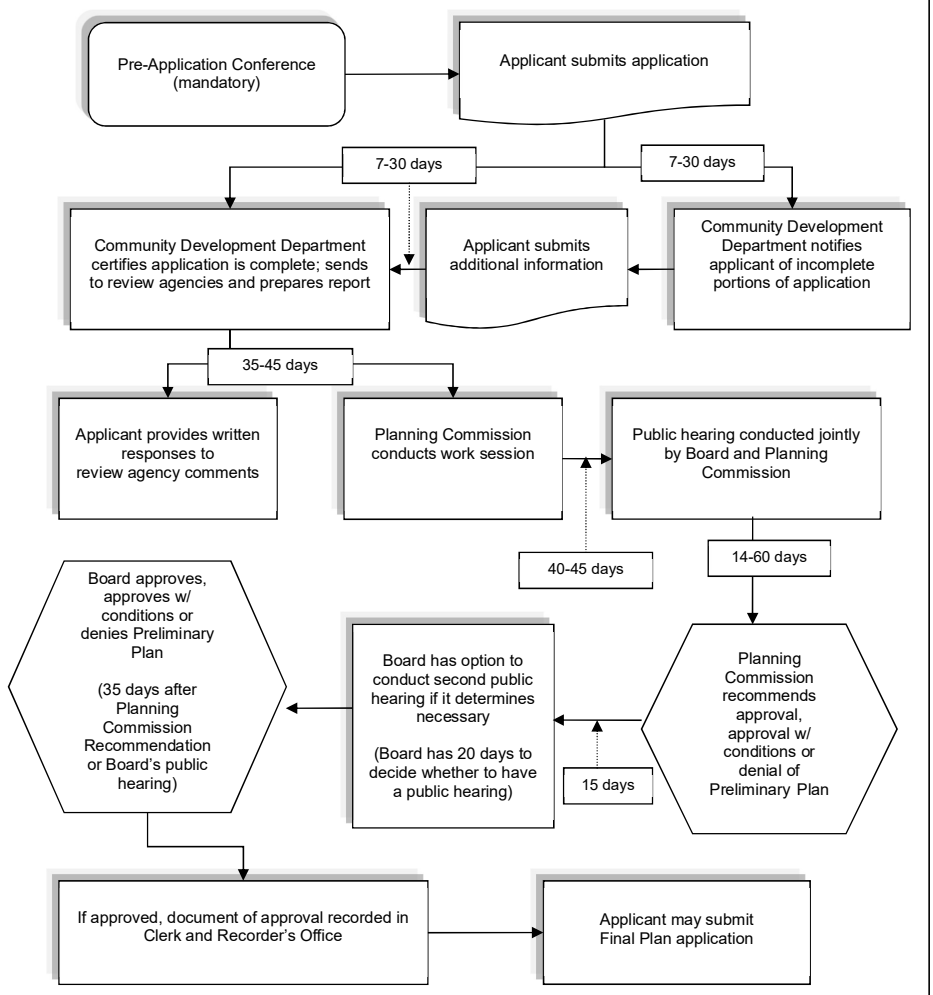
Estimated **MINIMUM** timeline for Minor Impact project review is six weeks to two months. The number of applications being reviewed by the County, scheduling with the Board and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and Board may conduct **work sessions** and **site visits** in addition to the described meetings and hearings. The Board also has the option of conducting its own separate additional public hearing.

APPENDIX FIGURE 6: SKETCH PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS:



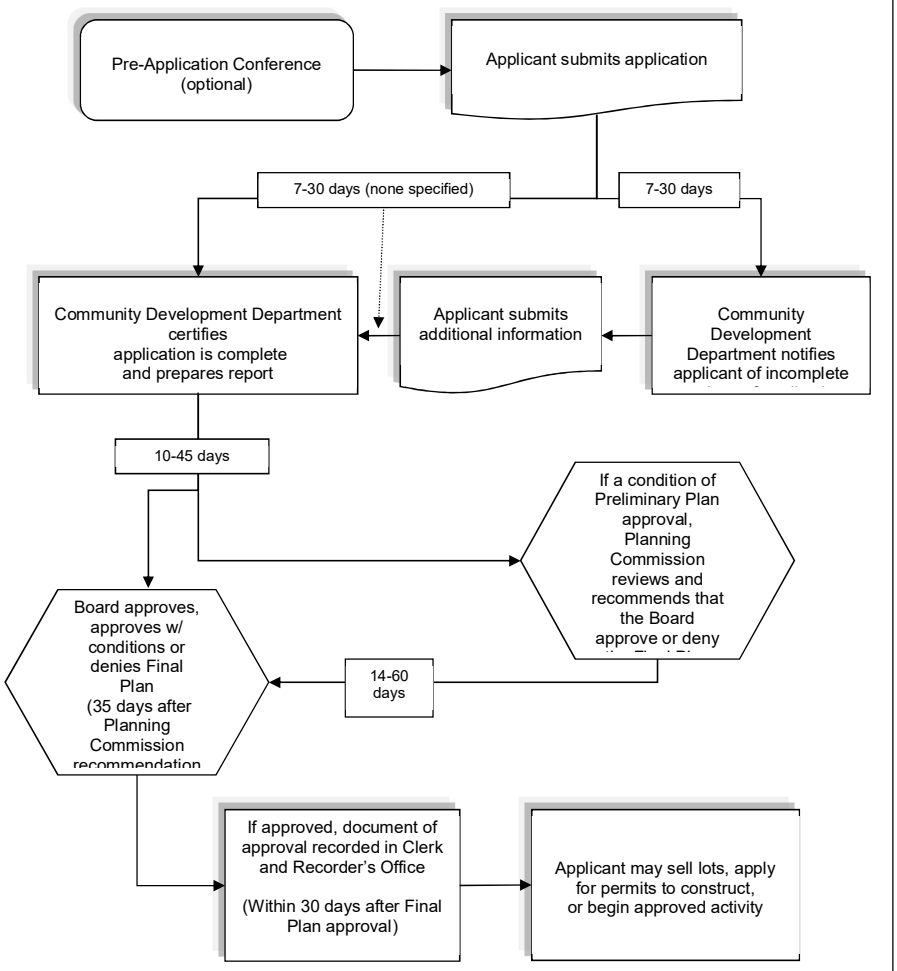
Estimated **MINIMUM** timeline for Sketch Plan review: 140 days (4.6 months). the number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the Board and Planning Commission, limited publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and Board may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 7: PRELIMINARY PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



Estimated **MINIMUM** timeline for Preliminary Plan review: 140 days (4.6 months). the number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the Board and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and Board may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX FIGURE 8: FINAL PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



Estimated timeline for Final Plan review: Two months. The number of days shown between review steps is an estimated minimum. The number of applications being reviewed by the County, scheduling with the Board and Planning Commission, limited availability of publication dates within weekly newspapers, and schedules of the applicant's surveyors, attorneys and engineers will affect actual length of review. Both the Planning Commission and Board may conduct work sessions and site visits in addition to the described meetings and hearings.

APPENDIX TABLE 3: OFF-ROAD PARKING REQUIREMENTS

TYPE OF USE OR FACILITY	NUMBER OF OFF-ROAD SPACES	PER UNIT
RESIDENTIAL (MAY BE A GARAGE, CARPORT OR PARKING AREA)		
MANUFACTURED HOUSING SUBDIVISION OR MOBILE HOME PARK	2 parking spaces/	Residence
MULTIPLE FAMILY, INCLUDING CONDOMINIUMS AND TOWNHOMES	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
SINGLE-FAMILY AND DUPLEX	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
INSTITUTIONAL, PUBLIC, SEMI-PRIVATE		
SPECIAL EVENTS, AUDITORIUMS, ARENAS	1 parking space/	Four persons or spaces of seating capacity
CLUBS	1 parking space/	100 sq. ft. of assembly area
GOVERNMENT OFFICE	1 parking space/	300 sq. ft.
HOSPITAL	1 parking space/	Bed, and for every three employees
CHURCH	1 parking space/	50 sq. ft. of seating/ meeting area
SCHOOLS, PUBLIC OR PRIVATE: ELEMENTARY OR MIDDLE SCHOOL	1 parking space/ 1 drop-off space	Teacher or employee School
SCHOOL, PUBLIC OR PRIVATE: HIGH SCHOOL	1 parking space/ 1 parking space/ 1 drop-off space	Teacher or employee 5 students School
GENERAL COMMERCIAL USES		
ANIMAL SALES (UNRELATED TO AN AGRICULTURAL OPERATION)	1 parking space/	250 sq. ft.
DOMESTIC ANIMAL BOARDING	1 parking space/	400 sq. ft.
DOMESTIC ANIMAL GROOMING	1 parking space/	400 sq. ft.
STABLE	1 parking space/	5 stalls
RIDING SCHOOL	1 parking space/	4 stalls
VETERINARY OFFICE OR HOSPITAL	1 parking space/	400 sq. ft.
COMMERCIAL RECREATION AND ENTERTAINMENT FACILITIES		
GOLF COURSE (PUBLIC OR PRIVATE)	4 parking spaces/ 1 parking space/	Hole Employee
SKATING RINK	1 parking space/ 1 parking space/	Five fixed spaces or 60 sq. ft. of seating 250 sq. ft. of non-seating area
TENNIS AND RACQUETBALL COURTS	3 parking spaces/	Court
EATING AND/OR DRINKING FACILITIES	1 parking space/ 1 parking space/	Four persons of seating capacity Three employees
FINANCIAL INSTITUTION	1 parking space/ based on site design	300 sq. ft. Space sufficient for vehicle stacking area
COMMERCIAL NURSERIES	1 parking space/	Two acres
HOTELS, MOTELS, LODGES, BED AND BREAKFAST FACILITY	1 parking space/ 1 parking space/	Sleeping room Three employees
Retail Sales Facilities and offices		
MEDICAL AND DENTAL	1 parking space/	200 sq. ft.
ALL OTHER OFFICES	1 parking space/	300 sq. ft.
FURNITURE, APPLIANCE OR LARGE STORE	1 parking space/	500 sq. ft.
CONVENIENCE STORE WITH GAS PUMPS	1 parking space 1 vehicle stacking area	200 sq. ft.
VEHICLE OR EQUIPMENT SALES AND SERVICE, REPAIR, OR RENTAL	1 parking space/	400 sq. ft.
CAR WASH	1 parking space/	200 sq. ft. of sales/office area Space sufficient for vehicle stacking area
SERVICE STATION	1 parking space/	200 sq. ft. of sales/ office area Space sufficient for vehicle stacking area
MINI-STORAGE RENTAL UNITS	1 parking space/	100 lockers inside and at least 5 spaces outside fenced area
WAREHOUSING AND STORAGE	1 parking space/	500 sq. ft.
Industrial Uses		
MANUFACTURING & PROCESSING FACILITIES	1 parking space/	350 sq. ft. of gross floor area

TO:	**Board of County Commissioners**
FROM:	**Planning Commission**
SUBJECT:	**Planning Commission Recommendation** **Gunnison County *Land Use Resolution* Amendments**
DATE:	**July 23, 2021**
PREPARED BY:	**Cathie Pagano, Director of Community & Economic Development**

Project Description:

The Board of County Commissioners met on June 1, 2021 to discuss possible amendments to the Gunnison County *Land Use Resolution* (LUR) in response to recent public concern related to maximum residential size limitations. At that meeting the Board directed staff to work with the Planning Commission to propose LUR amendments reducing the maximum residential square footage allowances as described in Section 13-105: Residential Building Sizes and Lot Coverages of the LUR.

Currently, Section 13-105*: Residential Building Sizes and Lot Coverages* states that "no building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 10,000 sq. ft. (and a secondary residence no larger than 2,500 sq. ft.) and the aggregate of all structures shall not exceed 12,500 sq. ft."

When the LUR was adopted in January 2001 the residential building size maximums in Section 13-105 allowed for a maximum residential building size of 5,000 square feet and an aggregate square footage of 7,500 square feet.

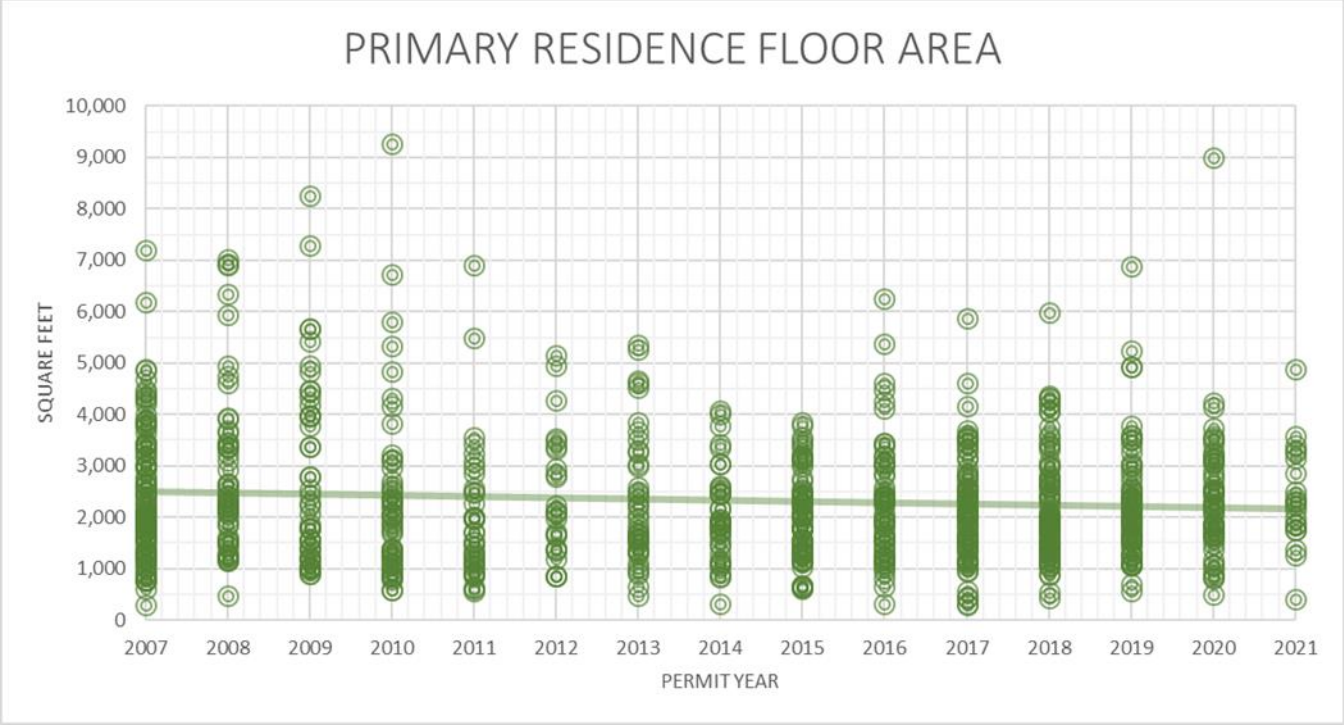
In 2003, an amendment process was initiated by the Citizens for Economic Revitalization which included a proposed amendment to increase the residential size maximums. Resolution No. 55, Series 2003 (recorded at Reception No. 536057) was approved by the then Board of County Commissioners. The amendment increased the residential size limitations to allow for a maximum of 9,000 square feet for one residence and a maximum of an additional 1,000 square feet of attached garage. The aggregate square footage maximum was increased to 12,500 square feet.

In 2007, the Planning Department and Planning Commission initiated an amendment to the LUR

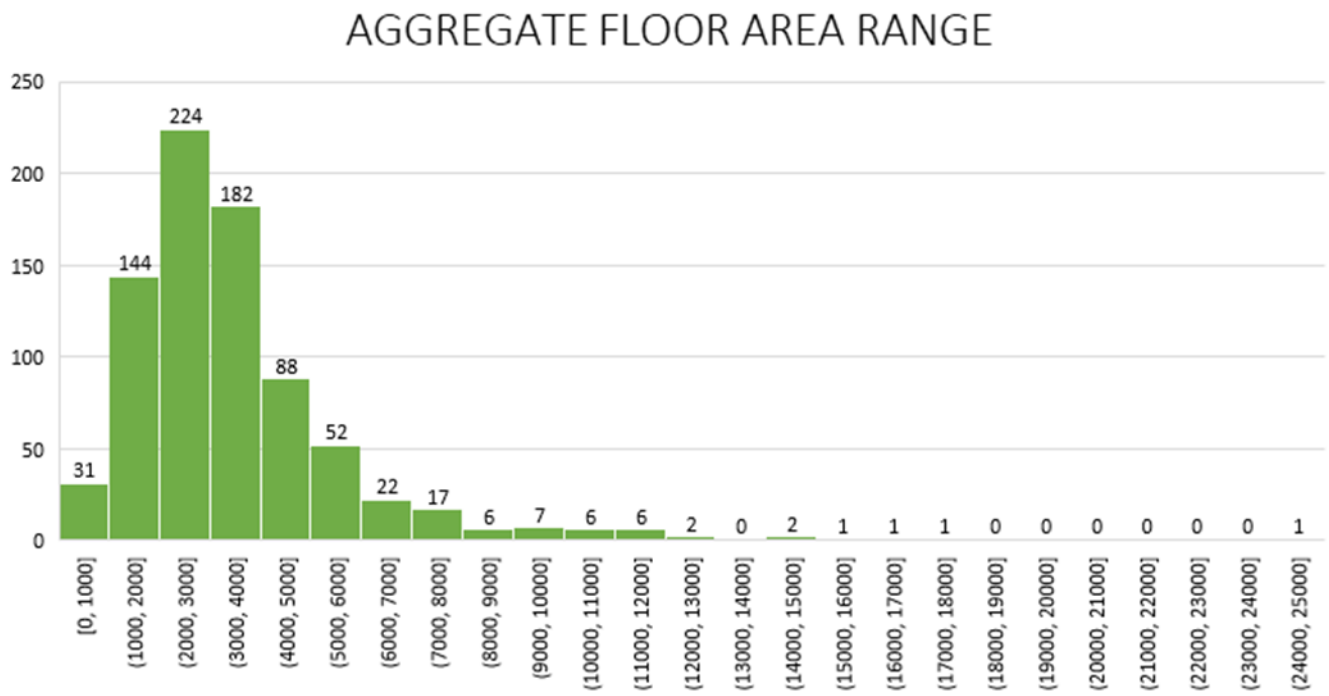
to revise Section 13-105 again. Resolution No. 36, Series 2007 is recorded at Reception No. 579657. The amendment allowed a maximum residential building size of 10,000 square feet with no differentiation between what could be residential living space or attached garage space. This amendment allowed an applicant to have any configuration of residential/garage space within that 10,000 square foot maximum. Staff had found at the time that some applicants desired to build, for example, an 8,000 square foot house and a 1,500 square foot garage. The overall impact of the structure was expected to be same regardless of how the square footage was delineated within the individual structure.

Currently, per Section 13-105: G. Impact Classification and Required Findings for Coverage Exceeding Standard, requires that an applicant proposing a residential structure(s) in excess of the maximum size allowance apply for a Minor Impact Land Use Change permit. A Minor Impact project is reviewed and decided upon by the Gunnison County Planning Commission and includes a required public hearing.

Staff has also prepared the attached report describing the number of single family residential permits issued each year since 2007 and the square footage for each of those residences.



The primary residence floor area graph depicts the average home size of approximately 2,500-2,100 square feet between 2007 and 2021. The majority of the single family residential permits are for structures less than 5,000 square feet.



The aggregate floor area range graph displays the total residential square footage for parcels in Gunnison County and identifies how many parcels fall in each range. Clearly, most parcels in the County have a total aggregate square footage between 2,000 and 3,000 square feet. This chart does not represent all parcels in Gunnison County but only those that have received some type of building permit between 2007 and 2021.

The below floor area infographic describes the residential housing trends between 2007 and 2021 in Gunnison County. The infographic only represents permits issued, not permit that have been applied for but have not yet received a permit.

A BRIEF HISTORY OF SINGLE FAMILY RESIDENTIAL

FLOOR AREA

2007
NUMBER OF PERMITS: 107
LARGEST RESIDENTIAL: 7,189

2008
NUMBER OF PERMITS: 53
LARGEST RESIDENTIAL: 7,021

2009
NUMBER OF PERMITS: 45
LARGEST RESIDENTIAL: 8,264

2010
LARGEST
NUMBER OF PERMITS: 50
LARGEST RESIDENTIAL:9,277

2011
NUMBER OF PERMITS: 35
LARGEST RESIDENTIAL: 6,915

2012
NUMBER OF PERMITS: 25
LARGEST RESIDENTIAL: 5,142

2013
NUMBER OF PERMITS: 40
LARGEST RESIDENTIAL: 5,352

2014
NUMBER OF PERMITS: 37
LARGEST RESIDENTIAL: 4,080

2015
NUMBER OF PERMITS: 64
LARGEST RESIDENTIAL: 3,847
SMALLEST

2016
NUMBER OF PERMITS: 61
LARGEST RESIDENTIAL: 6,264

2017
NUMBER OF PERMITS: 71
LARGEST RESIDENTIAL: 5,877

2018
NUMBER OF PERMITS: 84
LARGEST RESIDENTIAL: 5,985

2019
NUMBER OF PERMITS: 68
LARGEST RESIDENTIAL: 6,889

2020
NUMBER OF PERMITS: 57
LARGEST RESIDENTIAL: 8,992

2021
NUMBER OF PERMITS: 21
LARGEST RESIDENTIAL: 4,874

NOTE: PERMIT FIGURES REPRESENT ISSUED BUILDING PERMITS FOR EACH RESPECTIVE YEAR

MEETING DATES:

The Planning Commission held work sessions on the following dates:

- June 18, 2021 Work Session
- July 9, 2021 Work Session
- July 23, 2021 Work Session

No public hearing is required of the Planning Commission by Section 1-113: *Amending this Land Use Resolution*. A public hearing will be conducted by the Board of County Commissioners.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

*Please note LUR language is in italics; response on compliance is in plain text.

Section 1-113: C. REVIEW STANDARDS. *The decision to amend the text of this Resolution is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:*

1. CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY. *Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;*

The Gunnison County Comprehensive Plan: Crested Butte/Gunnison Corridor Plan (the Corridor Plan) was adopted October 7, 2005. The plan has not been updated since that time. The Corridor Plan does include a section on housing and includes the stated goal of "Gunnison County recognizes that all County residents should have access to safe, habitable, affordable housing near jobs and transportation, and served by necessary infrastructure. Implementation mechanisms shall provide for the full spectrum of housing needs in a timely fashion." The remaining objectives of the housing section include ensuring the preservation, creation and support for affordable housing. The section does not address residential size.

Additional plans such as the One Valley Prosperity Strategy and the Board of County Commissioners Strategic Plan have also informed the department's consideration of amendments. The One Valley Prosperity Strategy includes strategic goals and objectives related to housing and generally focuses on the preservation and creation of affordable housing. The Board's Strategic Plan includes goals related to the development of new affordable housing units.

A proposed reduction in the maximum residential size aligns with the Board of County Commissioners climate change goals as described in the 2019 Strategic Plan: “By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 20% from 2005 levels, thereby improving air quality and addressing climate change, as measured by: a) By 2020, EUI (energy use intensity) will be declining from 2015 levels in residential and commercial new and existing buildings with a target of 20% reduction by 2030.”

2. CHANGED CONDITIONS. *Changed conditions, including the economy of Gunnison County;*
In 2021 the Gunnison County economy has surged post pandemic. The number of building permits and the valuations have increased. Gunnison County saw the highest valuation of building permits in June 2021 that has been recorded. Sales tax continues to rebound and post significant increases over prior years. Residents have expressed concern that increasing larger home sizes change the character of the community and do not reflect community values.

3. EFFECT ON THE NATURAL ENVIRONMENT. *Effect of the proposed amendment on the natural environment;*
As noted above the Board has adopted climate goals. The average home size in Gunnison County is 2,037 square feet. The US Energy Information Administration analyzes energy consumption for a variety of uses in different climate regions. Within the “Very Cold/Cold” Climate Region, each residential square foot requires 39,600 BTUs of energy (May 2018). There are variables within this data, such as the omission of consumption and expenditures of biomass (i.e. coal, wood), year of construction, etc. Generally speaking, if a home is built to the minimum standards of the currently adopted Energy Code, the smaller it is, the less energy it consumes. It is generally expected that a larger home will have increased water usage, require more construction materials, and result in increased vehicle trip generation for both construction and support of a larger home, leading to more greenhouse gas emissions. The Planning Commission recommends that staff and the Board consider additional tools and regulatory approaches that address energy consumption reduction.

4. COMMUNITY NEEDS. *Community needs;*
The community has expressed a desire to reduce the maximum residential size allowance to reflect community values and character. The community has expressed the importance of minimizing obstruction of and preservation of iconic viewsheds while also considering

compatibility with community character.

5. DEVELOPMENT PATTERN. *Development pattern;*

Not applicable,

6. CHANGES IN APPLICABLE LAW. *Changes in applicable law;*

Not applicable, no changes in other laws have prompted this amendment.

7. PUBLIC HEALTH, SAFETY AND WELFARE. *Public health, safety and welfare;*

A reduction in maximum residential structure size supports improved public health, safety and welfare by reducing energy consumption.

8. COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. *Compliance with any applicable intergovernmental agreements adopted by Gunnison County.*

Not applicable.

RECOMMENDATION:

The Gunnison County Planning Commission recommends the Board adopt the following amendments attached in Exhibit A to the Gunnison County *Land Use Resolution* in consideration and compliance with the above standards and hold a public hearing as is required. Additionally, the Planning Commission recommends that the Board consider additional tools that will support energy reduction goals.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Chair Signature; Intergovernmental

Action Requested: Other Ratification of Chair's Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:** C22-170255

Summary:

From the State Dept of Health Care Policy and Financing - to support county human/social services to manage the workload at the end fo the PHE

Fiscal Impact: $1,282.62

Submitted by: M. Bollig for Joni Reynolds **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Can be labeled as additional funds from the state, their allocation to the County. Money coming in mainly for overtime to eligible staff.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 9/2/2021

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

Comments:
Appears legally sufficient, assuming that HHS and Finance have confirmed that we carry the requisite insurance policies in the requisite amounts. MRH 9/1 313p

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/2/2021 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

STATE OF COLORADO ITERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	**Contract Number** C22-170255
Contractor Hinsdale County	**Contract Performance Beginning Date** July 1, 2021
Contract Maximum Amount One Term Enhanced: $1,262.46 One Term Non -Enhanced: $ 20.16 Total for All State Fiscal Years **$1,282.62**	**Initial Contract Expiration Date** June 30, 2022

Contract Purpose

The funding is to support county departments of human/social services to manage the workload at the end of the Public Health Emergency (PHE). Counties are required to review eligibility within six (6) months of the end of the PHE, dependent on guidance from the federal government. The funding supports county staff and associated costs to manage that workload.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates: Public Health Emergency (PHE): County Administration Allocation
3. Exhibit C – Sample Option Letter
4. Exhibit D – Enhanced Eligible Expenditures
5. Exhibit E – Non-Enhanced Eligible Expenditures

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A, Statement of Work.
4. Exhibit B, Rates: Public Health Emergency (PHE): County Administration Allocation
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:
Joshua Montoya
Department of Healthcare Policy and Financing
Policy, Communications & Administration Office
1570 Grant Street
Denver, Co 80203
Joshua.montoya@state.co.us

For Contractor:
Joni Reynolds
Hinsdale County Department of Human Services
225 N Pine St
Suite A
Gunnison, CO 81230
jreynolds@gunnisoncounty.org

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR Jonathan Houck County Comissioner By: DocuSigned by: D9072877079D4CD... 8/31/2021 Date:	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By: DocuSigned by: 0R6A84797EA8493... 8/31/2021 Date:
	LEGAL REVIEW Phil Weiser, Attorney General By: N/A 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: DocuSigned by: Greg Tanner BBE0F4C030DC45C...

8/31/2021
Effective Date:

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

TABLE OF CONTENTS

COVER PAGE 1
SIGNATURE PAGE 2
1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. DEFINITIONS 3
4. STATEMENT OF WORK 5
5. PAYMENTS TO CONTRACTOR 6
6. REPORTING - NOTIFICATION 6
7. CONTRACTOR RECORDS 7
8. CONFIDENTIAL INFORMATION-STATE RECORDS 7
9. CONFLICTS OF INTEREST 8
10. INSURANCE 9
11. BREACH OF CONTRACT 11
12. REMEDIES 11
13. NOTICES AND REPRESENTATIVES 13
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 13
15. GENERAL PROVISIONS 14
16. ADDITIONAL GENERAL PROVISIONS… 17
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 20

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

a. Effective Date

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

b. Initial Term

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

c. Extension Terms - State's Option

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

d. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

e. End of Term Extension

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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

f. 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 **§14**. 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. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

b. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

c. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

d. "**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.

e. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

f. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

g. "**End of Term Extension**" means the time period defined in **§2.D**.

h. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

i. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

j. "**Extension Term**" means the time period defined in §**2.C**.

k. "**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."

l. "**Initial Term**" means the time period defined in **§2.B**.

m. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

n. "**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.

o. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

p. "**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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

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.

q. "**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.

r. "**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.

s. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

t. "**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.

u. "**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.

v. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

w. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

x. "**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 Exhibit A. The State shall have no liability to compensate Contractor for the

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

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 State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

b. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System and the necessary accounting codes as provided by the Department.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. 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). 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**.

6. 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 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

7. CONTRACTOR RECORDS

a. Maintenance

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

b. Inspection

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

c. Monitoring

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

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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

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. 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.

e. 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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

b. Apparent Conflicts of Interest

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

c. Disclosure to the State

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

10. INSURANCE

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

a. Contractor Insurance

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

b. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

1. $1,000,000 each occurrence;
2. $1,000,000 general aggregate;

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

3. $1,000,000 products and completed operations aggregate; and
4. $50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

1. $1,000,000 each occurrence; and
2. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

1. $1,000,000 each occurrence; and
2. $1,000,000 general aggregate.

vi. Crime Insurance

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

1. $1,000,000 each occurrence; and
2. $1,000,000 general aggregate.

c. Additional Insured

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

d. Primacy of Coverage

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

e. Cancellation

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

f. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

g. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

a. State's Remedies

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

i. Termination for Breach

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

1. 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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

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.

2. 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**.

3. 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:

1. 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.

2. 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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

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. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. 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.

15. GENERAL PROVISIONS

a. Assignment

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

b. Subcontracts

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

c. Binding Effect

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

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

e. Captions and References

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

f. Counterparts

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

g. Entire Understanding

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

h. Digital Signatures

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

i. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

k. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

l. Survival of Certain Contract Terms

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

m. Taxes

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

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

o. Waiver

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

p. CORA Disclosure

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

q. Standard and Manner of Performance

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

r. Licenses, Permits, and Other Authorizations.

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

s. Indemnification

i. 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.

ii. 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**.

iii. 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.

16. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, “force majeure” means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A.

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17. 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.

t. 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.

u. 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

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

v. COMPLIANCE WITH LAW.

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

w. 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.

x. 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.

y. 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.

z. 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.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Business Interruption – Any event that disrupts Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

1.1.2. Child Health Plan Plus (CHP+) – Colorado's public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.

1.1.3. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.4. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.5. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.6. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

1.1.7. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.8. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.9. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.10. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.11. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.12. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

1.1.13. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.14. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.15. Locked-In Report - Members not disenrolled from the Colorado Medical Assistance Program due to changes in circumstances during the COVID 19 Public Health Emergency.

1.1.16. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.17. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.

1.1.18. Key Personnel – The position or positions that are specifically designated as such in this Contract.

1.1.19. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.20. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

1.1.21. Public Health Emergency (PHE) -The COVID 19 Public Health Emergency is defined and determined per Federal Government guidance.

1.1.22. Staffing Plan – Plan designed and approved to process cases on the Locked-In Report

2. PUBLIC HEALTH EMERGENCY (PHE) LOCKED-IN REPORT

2.1. The Public Health Emergency (PHE) is determined solely by the federal government. At the end of the PHE, an eligibility review will be required for all Medical Assistance (MA) members, some of which may be processed by the Colorado Benefits Management System (CBMS), while some will require processing by the Contractor.

2.2. Locked-In and Continuous Coverage

2.2.1. Due to federal provisions, a number of MA members are locked-in to coverage because of the PHE.

2.2.2. The Contractor shall complete an eligibility review on these members as the PHE is ended as communicated by the federal government.

2.2.2.1. The Department shall communicate additional guidance regarding the end of the PHE to the Contractor through the HCPF Memo Series.

2.2.3. Each Contractor’s current percentage share of locked-in members is available on the COVID Locked-In Report SharePoint site page, which the Contractor has access to.

2.2.3.1. The Department may provide additional data, if necessary, and the Contractor shall follow any guidance issued by the Department if additional data is provided.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

2.2.4. The Department will continue to update the Locked-in Report as additional members are locked into coverage before the end of the PHE.

2.3. PHE Funding Availability

2.3.1. The Contractor has been awarded an allocation from the BA-10 budget amendment that funds PHE-related activities and workload.

2.3.2. Each Contractor's allocation of enhanced funding is available in HCPF IM 21-031.

2.4. Staffing Plan and Approved Expenditures

2.4.1. The Contractor provided a detailed staffing plan following the OM21-036 guidance for approval by the Department to access the PHE funding.

2.4.2. The Contractor shall fully implement the Staffing Plan as approved by the Department and any additional information/clarification provided to and approved by the Department per HCPF OM 21-036.

2.4.3. The Contractor shall reach out to the Department within five (5) business days if the Staffing Plan that was approved has changed or requires update. The Contractor shall seek prior approval from the Department before implementing any changes to the Contractor's approved Staffing Plan.

2.4.4. The Contractor shall track all Medical Assistance expenditures related to the PHE.

2.5 Compensation

2.5.1 The Contractor will receive a reimbursement for eligible expenditures, not to exceed the maximum as specified in Exhibit B, Rates.

2.5.2 The Contractor shall code enhanced eligible expenditures funding to the appropriate CFMS Code M216.5405. see Exhibit D.

2.5.3 The Contractor shall code non-enhanced expenditures to the CFMS Code M215.5400, see Exhibit E.

2.5.4 The Contractor shall refer to HCPF Agency Letter15-006 for information on expenditures eligible for non-enhanced vs. enhanced funding.

2.5.5 The Department may review expenditures charged to the approved CFMS codes and may require any unapproved expenditure to be charged to regular operational funding streams through county administration.

2.5.6 There is no local share required by the Contractor for any approved expenditures under this agreement.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

EXHIBIT B, RATES

PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION

County	PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION ($)	
Hinsdale County	Enhanced: $1,262.46	Non-enhanced: $ 20.16
Total		$1,282.62

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

EXHIBIT C, SAMPLE OPTION LETTER

OPTION LETTER

State Agency Department of Health Care Policy and Financing	**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** The later of the Effective Date or 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 the Contract rates.
E. Option to initiate next phase of the Contract.

2. Required Provisions

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date

a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

STATE OF COLORADO **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By:_____ Kim Bimestefer, Executive Director Date: _____	In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: _____ Option Effective Date:_____

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

EXHIBIT D, ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation Enhanced:	$12,798,255		
County	**Members Locked-In due to PHE**	**(%) of Total Locked-In**	**Allocation by (%) Locked - In**
ADAMS	48910	12.06%	$ 1,543,673.40
ALAMOSA	1947	0.48%	$ 61,450.26
ARAPAHOE	47969	11.83%	$ 1,513,974.02
ARCHULETA	1194	0.29%	$ 37,684.44
BACA	379	0.09%	$ 11,961.81
BENT	462	0.11%	$ 14,581.42
BOULDER	17702	4.37%	$ 558,701.83
BROOMFIELD	2444	0.60%	$ 77,136.33
CHAFFEE	1577	0.39%	$ 49,772.50
CHEYENNE	183	0.05%	$ 5,775.76
CLEAR CREEK	503	0.12%	$ 15,875.44
CONEJOS	1023	0.25%	$ 32,287.42
COSTILLA	507	0.13%	$ 16,001.69
CROWLEY	428	0.11%	$ 13,508.33
CUSTER	249	0.06%	$ 7,858.82
DELTA	3402	0.84%	$ 107,372.25
DENVER	56023	13.82%	$ 1,768,170.42
DOLORES	187	0.05%	$ 5,902.00
DOUGLAS	10424	2.57%	$ 328,997.17
EAGLE	3146	0.78%	$ 99,292.51
EL PASO	52861	13.04%	$ 1,668,372.92
ELBERT	1050	0.26%	$ 33,139.58
FREMONT	3905	0.96%	$ 123,247.69
GARFIELD	5146	1.27%	$ 162,415.53
GILPIN	368	0.09%	$ 11,614.64
GRAND	772	0.19%	$ 24,365.48
GUNNISON	1177	0.29%	$ 37,147.90
HINSDALE	40	0.01%	$ 1,262.46

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

HUERFANO	703	0.17%	$ 22,187.74
JACKSON	101	0.02%	$ 3,187.71
JEFFERSON	30962	7.64%	$ 977,207.44
KIOWA	169	0.04%	$ 5,333.90
KIT CARSON	732	0.18%	$ 23,103.02
LA PLATA	3869	0.95%	$ 122,111.48
LAKE	714	0.18%	$ 22,534.92
LARIMER	20958	5.17%	$ 661,466.10
LAS ANIMAS	1508	0.37%	$ 47,594.76
LINCOLN	450	0.11%	$ 14,202.68
LOGAN	1338	0.33%	$ 42,229.30
MESA	13145	3.24%	$ 414,876.04
MINERAL	62	0.02%	$ 1,956.81
MOFFAT	1306	0.32%	$ 41,219.33
MONTEZUMA	2838	0.70%	$ 89,571.56
MONTROSE	4383	1.08%	$ 138,334.09
MORGAN	3052	0.75%	$ 96,325.73
OTERO	2032	0.50%	$ 64,132.99
OURAY	266	0.07%	$ 8,395.36
PARK	1074	0.26%	$ 33,897.06
PHILLIPS	365	0.09%	$ 11,519.95
PITKIN	656	0.16%	$ 20,704.35
PROWERS	1383	0.34%	$ 43,649.57
PUEBLO	16228	4.00%	$ 512,180.17
RIO BLANCO	485	0.12%	$ 15,307.33
RIO GRANDE	1380	0.34%	$ 43,554.88
ROUTT	1319	0.33%	$ 41,629.63
SAGUACHE	844	0.21%	$ 26,637.91
SAN JUAN	80	0.02%	$ 2,524.92
SAN MIGUEL	480	0.12%	$ 15,149.52
SEDGWICK	182	0.04%	$ 5,744.19
SUMMIT	1797	0.44%	$ 56,716.03
TELLER	1752	0.43%	$ 55,295.76
WASHINGTON	453	0.11%	$ 14,297.36
WELD	23581	5.82%	$ 744,251.94
YUMA	877	0.22%	$ 27,679.44
Total	**405502**		**$ 12,798,255.00**
Data Pull Date	**4/12/2021**		

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

EXHIBIT E, NON-ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation (Non-Enhanced):	$204,415		
County	**Members Locked-In due to PHE**	**(%) of Total Locked-In**	**Allocation by (%) Locked - In**
ADAMS	48910	12.06%	$ 24,655.70
ALAMOSA	1947	0.48%	$ 981.49
ARAPAHOE	47969	11.83%	$ 24,181.34
ARCHULETA	1194	0.29%	$ 601.90
BACA	379	0.09%	$ 191.06
BENT	462	0.11%	$ 232.90
BOULDER	17702	4.37%	$ 8,923.64
BROOMFIELD	2444	0.60%	$ 1,232.03
CHAFFEE	1577	0.39%	$ 794.97
CHEYENNE	183	0.05%	$ 92.25
CLEAR CREEK	503	0.12%	$ 253.56
CONEJOS	1023	0.25%	$ 515.70
COSTILLA	507	0.13%	$ 255.58
CROWLEY	428	0.11%	$ 215.76
CUSTER	249	0.06%	$ 125.52
DELTA	3402	0.84%	$ 1,714.96
DENVER	56023	13.82%	$ 28,241.39
DOLORES	187	0.05%	$ 94.27
DOUGLAS	10424	2.57%	$ 5,254.78
EAGLE	3146	0.78%	$ 1,585.91
EL PASO	52861	13.04%	$ 26,647.42
ELBERT	1050	0.26%	$ 529.31
FREMONT	3905	0.96%	$ 1,968.52
GARFIELD	5146	1.27%	$ 2,594.12
GILPIN	368	0.09%	$ 185.51
GRAND	772	0.19%	$ 389.17
GUNNISON	1177	0.29%	$ 593.33
HINSDALE	40	0.01%	$ 20.16

DocuSign Envelope ID: 879ADE58-111B-4065-8130-BD733A9F34A5

HUERFANO	703	0.17%	$ 354.38
JACKSON	101	0.02%	$ 50.91
JEFFERSON	30962	7.64%	$ 15,608.05
KIOWA	169	0.04%	$ 85.19
KIT CARSON	732	0.18%	$ 369.00
LA PLATA	3869	0.95%	$ 1,950.38
LAKE	714	0.18%	$ 359.93
LARIMER	20958	5.17%	$ 10,565.00
LAS ANIMAS	1508	0.37%	$ 760.19
LINCOLN	450	0.11%	$ 226.85
LOGAN	1338	0.33%	$ 674.49
MESA	13145	3.24%	$ 6,626.44
MINERAL	62	0.02%	$ 31.25
MOFFAT	1306	0.32%	$ 658.36
MONTEZUMA	2838	0.70%	$ 1,430.65
MONTROSE	4383	1.08%	$ 2,209.49
MORGAN	3052	0.75%	$ 1,538.52
OTERO	2032	0.50%	$ 1,024.34
OURAY	266	0.07%	$ 134.09
PARK	1074	0.26%	$ 541.41
PHILLIPS	365	0.09%	$ 184.00
PITKIN	656	0.16%	$ 330.69
PROWERS	1383	0.34%	$ 697.18
PUEBLO	16228	4.00%	$ 8,180.59
RIO BLANCO	485	0.12%	$ 244.49
RIO GRANDE	1380	0.34%	$ 695.66
ROUTT	1319	0.33%	$ 664.91
SAGUACHE	844	0.21%	$ 425.46
SAN JUAN	80	0.02%	$ 40.33
SAN MIGUEL	480	0.12%	$ 241.97
SEDGWICK	182	0.04%	$ 91.75
SUMMIT	1797	0.44%	$ 905.87
TELLER	1752	0.43%	$ 883.19
WASHINGTON	453	0.11%	$ 228.36
WELD	23581	5.82%	$ 11,887.27
YUMA	877	0.22%	$ 442.10
Total	**405502**		**$ 204,415.00**
Data Pull Date	**4/12/2021**		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Chair Signature; Contract Amendmen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Contract for incentives for HHS work -
Health Care Policy and Financing (HCPF) - Medicaid

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: 7/15/2021

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

Comments:
Amendment appears legally sufficient. CAO's advice is that signatory be updated to correctly identify Matthew as County Manager and not as a Hinsdale Commissioner. ESG

Reveiwed by: GUNCOUNTY1\egaebler Discharge Date: 8/31/2021 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2021

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 9/7/2021

Revised April 2015

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	**Original Contract Number** 2021CMIP026
Contractor Hinsdale County	**Amendment Contract Number** 2021CMIP026A1
Current Contract Maximum Amount: Initial Term State Fiscal Year 2021 $6,072.29 Extension Terms State Fiscal Year 2022 $6,072.29 Total for All State Fiscal Years $12,144.58	**Contract Performance Beginning Date** July 1, 2021 **Current Contract Expiration Date** June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Jonathan Houck, County Commissioner Hinsdale County By: DocuSigned by: Jonathan Houck-Gunnison County Commissioner D007287707 9D4CD... Date: 8/31/2021	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By: DocuSigned by: KBim 0B6A84797EA8493... Date: 8/31/2021

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Greg Tanner BBE0F4C030DC45C...

9/1/2021

Amendment Effective Date: _____

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment July 1, 2021 and shall terminate on the termination of the Contract June 30, 2022.

4. PURPOSE

The purpose of this Amendment is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. This amendment is modifying the previous scope of work, deleting the previous statement of work, and replacing it with Exhibit A1 as shown below.

D. This amendment is adding Exhibit D: Review Sample Size Exemption Process Flow.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

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

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

EXHIBIT A1, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)

1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.

1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.

1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)

1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.

4.2.1.1. Accuracy Targets

4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1 The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2 The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5 Review Sample Size Exemptions

4.2.1.5.1 If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2 Definition of Review Sample Size

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

i. Inaccurate Eligibility Rate and/or,
ii. Errors that do not impact Eligibility.

4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.

4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4 Review Sample Size Exemption Process

4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2 Definition of Similar Error(s)

4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

4.2.1.5.5 Notification of Review Sample Size Exemption

4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.

4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.

4.2.1.5.5.2.1 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.

4.2.1.5.5.2.2 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.

4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.

4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.

4.3 Performance Compliance Performance Incentive Standard

4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.

4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.

4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.

4.3.2 Department Monitoring of MAP Dashboards

4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.

4.3.3 Contractor Monitoring of MAP Dashboards

4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.

4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).

4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.

4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.

4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.

4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.

4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.

4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.

4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.

4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

4.4 Cyber Security Performance Incentive Standard

4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the County Administration website.

4.4.2 Fiscal Year Deliverable

4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.

4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.

4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.

4.5 Continuous Coverage Performance Incentive Standard

4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.

4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency

4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.

4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

4.5.1.2.1 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.2.2 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.3 Members who require a review of eligibility

4.5.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.

4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.

4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks

4.5.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.

4.5.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.

4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.

5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.2 DUE DATE: July 5, 2022

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.

6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.

6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.

6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1 Performance Compliance Performance Incentive Standard

6.2.1.2 Cyber Security Performance Incentive Standard

6.2.1.3 Continuous Coverage Performance Incentive Standard

6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

8.1 Opportunity and Timeframe for Dispute Resolution

8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.2 The final Status Report cannot be disputed per section 7.2.

8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2 Allowable Disputes

8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3 Nonallowable Disputes

8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2 Remaining Funds Incentive Pool Payment

9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2 Payment Procedures

9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.5 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

EXHIBIT B, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Accuracy Performance Incentive Payment	35%	$2,125.30
Performance Compliance Performance Incentive Payment	25%	$1,518.07
Continuous Coverage Performance Incentive Payment	20%	$1,214.46
Cyber Security Performance Incentive Payment	20%	$1,214.46

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

Exhibit C, Sample Option Letter

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	**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(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

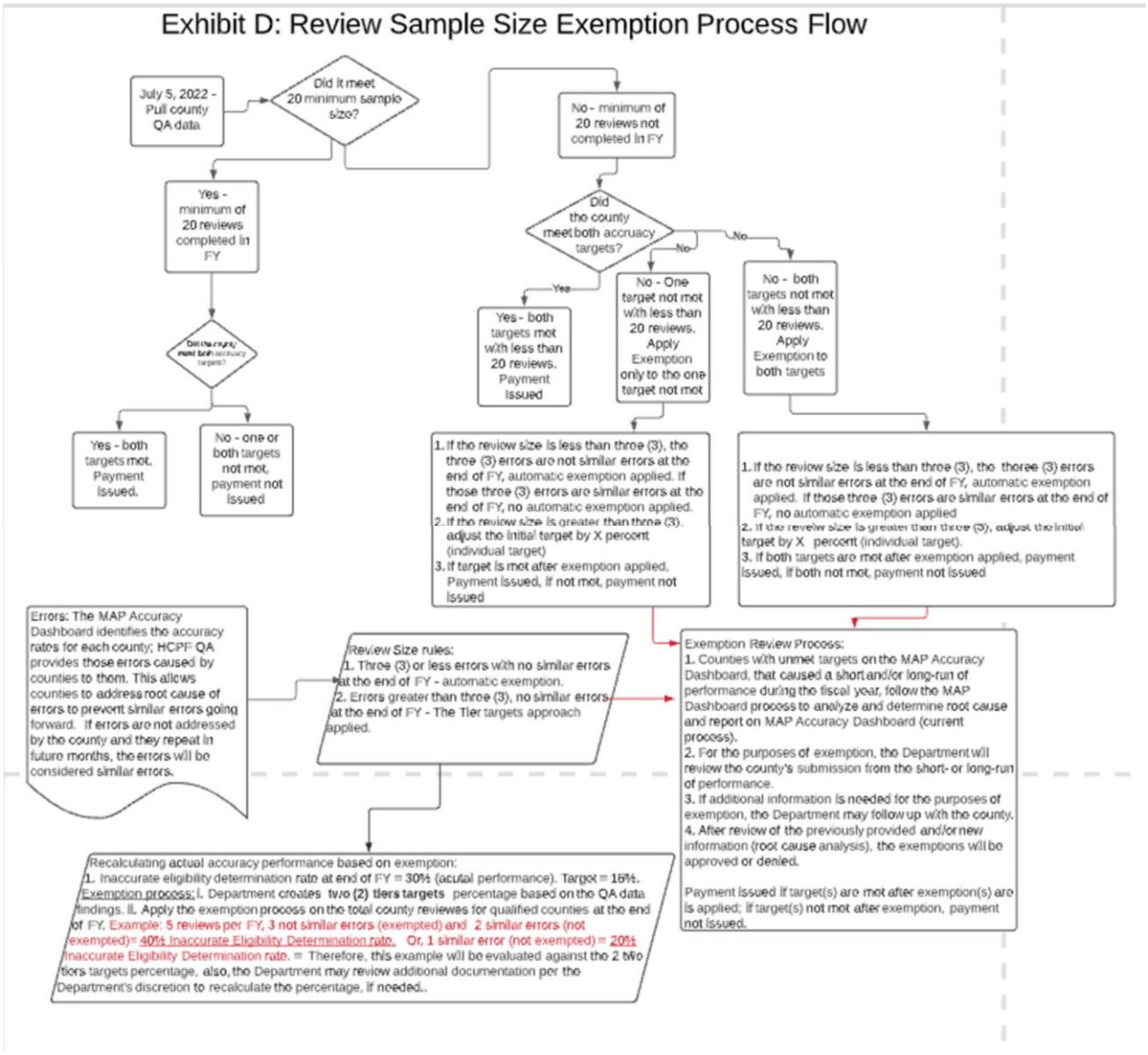
3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

DocuSign Envelope ID: E5ACF2F7-5694-47B7-979D-6EA8B25E0206

Exhibit D: Review Sample Size Exemption Process Flow



Contract Routing Number 2015CMIP051

STATE OF COLORADO
Department of Health Care Policy and Financing
Intergovernmental Agreement with
Gunnison County
for the
County Medicaid Incentive Program

TABLE OF CONTENTS

1. PARTIES 1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 2
3. RECITALS 2
4. DEFINITIONS 2
5. TERM 3
6. STATEMENT OF WORK 4
7. PAYMENTS TO CONTRACTOR 4
8. REPORTING NOTIFICATION 5
9. CONTRACTOR RECORDS 6
10. CONFIDENTIAL INFORMATION 7
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 9
13. INSURANCE 10
14. BREACH 12
15. REMEDIES 13
16. NOTICES AND REPRESENTATIVES 16
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 16
18. GOVERNMENTAL IMMUNITY 16
19. GENERAL PROVISIONS 17
20. ADDITIONAL GENERAL PROVISIONS 19
21. COLORADO SPECIAL PROVISIONS 23

HIPAA BUSINESS ASSOCIATE ADDENDUM
EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, RATES
EXHIBIT C, SAMPLE OPTION LETTER

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Gunnison County, on behalf of itself and on behalf of Hinsdale County (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq. and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The purpose of this Contract is to create incentives for counties that achieve certain incentive performance standards related to Medicaid eligibility and cooperation with other Medicaid related entities. Because the Contractor provides all of the Medicaid services covered by this Contract under an intergovernmental agreement for Hinsdale County, all Hinsdale County incentives are included in this Contract and may be earned by Contractor in the same manner as the Contractor's own incentives.

D. References

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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. "Contract" means this Contract, its terms and conditions, attached addenda, exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

HIPAA Business Associate Addendum

Exhibit A, Statement of Work
Exhibit B, Rates
Exhibit C, Sample Option Letter

C. "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

D. "Party" means the State or Contractor and Parties means both the State and Contractor.

E. "Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the standards described in this Contract.

F. "Services" means the required services to be performed by Contractor pursuant to this Contract.

G. "State Fiscal Year" or "SFY" means the twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

H. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

I. "Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract, including the performance of the Services and delivery of the Goods.

J. "Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

Any terms used herein which are defined in Exhibit A, Statement of Work shall be construed and interpreted as defined therein.

5. TERM

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or January 1, 2015 This Contract shall expire June 30, 2015, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion, upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the Colorado State Controller or an authorized designee, or at the end of two (2) months, whichever is earlier.

C. Option to Extend

The State may require continued performance for a period of one (1) year or less at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. In no event shall the total duration of this Contract, from the Operational Start Date until termination and including the exercise of any options under this clause, exceed five (5) years, unless the State receives approval from the State Purchasing Director or delegate.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described in this Contract on or before the end of the term of this Contract. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the expiration or termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall not increase the maximum amount payable hereunder by the State.

C. Independent Contractor

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7 and **Exhibit A**, Statement of Work, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to Contractor is:

State Fiscal Year 2014-15 – Gunnison County	$16,749.82
State Fiscal Year 2014-15 – Hinsdale County	$5,592.12

Total for All State Fiscal Years	$ 22,341.94

B. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner prescribed by the State.

C. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds and the State's liability for such payments shall be limited to the amount remaining of such available funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability notwithstanding any notice and cure period in **§14.B**.

D. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

E. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit C**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

8. REPORTING NOTIFICATION

Reports required under this Contract shall be in accordance with the procedures and in such form as prescribed by the State and as described in **Exhibit A**.

A. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

B. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Contract.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes, and other written materials, electronic media files and electronic communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of six (6) years after the date this Contract expires or is sooner terminated, or **(ii)** a period of six (6) years after final payment is made hereunder, or **(iii)** a period of six (6) years after the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). All such records, documents, communications and other materials shall be the property of the State, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the State.

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies

available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government and any other duly authorized agent of a government agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedure. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION

Contractor shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Health Insurance Portability & Accountability Act of 1996 ("HIPAA")

i. Federal Law and Regulations

Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.

ii. Business Associate Contract

Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and

the Contractor, 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum ("Addendum") for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Contract and shall remain in effect during the term of the Contract including any extensions.

iii. Confidentiality of Records

Whether or not an Addendum is attached to this Contract, the Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Contract and comply with HIPAA rules and regulations. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in this Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.

C. Notification

Contractor shall notify its agents, employees, Subcontractors and assigns who may come into contact with State records or other confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

D. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

11. CONFLICTS OF INTEREST

A. Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to

this Contract, even the appearance of a conflict of interest is 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 to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, 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 apparent conflict constitutes a breach of this Contract.

B. The Contractor (and Subcontractors or subgrantees permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor, Subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

i. The employee, officer or agent;
ii. Any member of the employee's immediate family;
iii. The employee's partner; or
iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, Subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to subagreements.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

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

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within five (5) days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all

licenses, certifications, approvals, insurance, permits and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in the Contract. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the requirements set forth in **§13.B.**

B. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor's or Subcontractor's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

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

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Protected Health Information Insurance

Liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum limits as follows:

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

iv. 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.

v. Crime Insurance

Crime Insurance including Employee Dishonesty coverage with minimum limits as follows:

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

vi. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and protected health information insurance policies (leases and construction contracts require additional insured coverage for completed

operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

vii. Primacy of Coverage

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

viii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Contractor's receipt of such notice.

ix. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein 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.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of the Contractor to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. 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 twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the State shall notify the Contractor of such in writing in the manner provided in **§16**. If such breach is not cured within ten (10) days of receipt of written notice, the State may exercise any of the remedies set forth in

§15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

A. Termination for Cause and/or Breach

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Contract, and without limiting its remedies otherwise available at law or equity, following the notice and cure period set forth in **§14.B.** Remedies are cumulative and the State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder 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, Services and Goods not cancelled by the termination notice. Contractor shall continue performance of this Contract up to the effective date of the termination. To the extent the Contract is not terminated, if any, Contractor shall continue performance until the expiration of this Contract. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under 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 in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the effective date of the termination. If, after termination by the State, it is determined 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 the same as if this Contract had been terminated in the public interest, as described herein.

iii. 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 by virtue of any breach under this Contract by Contractor and the State may withhold any 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 loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract, in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15.A** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§16.** The notice shall specify the effective date of the termination, which shall be at least twenty (20) days, and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15.A.i.**

iii. Payments

If this Contract is terminated by the State pursuant to this **§15.B**, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed upon the effective date of such termination, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor prior to the effective date of the termination in the public interest which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Additional Remedies

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance of such portions of the contract.

ii. Withhold Payment

Withhold payment to Contractor until Contractor's performance or corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny/Reduce Payment

Deny payment for those obligations not performed in conformance with Contract requirements, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial or reduction of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option:

a. Obtain for the State or Contractor the right to use such products and services;
b. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,
c. If neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State:
Michael Wagner
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Michael.Wagner@state.co.us

For the Contractor: The Contractor shall provide the Department with the name and address of its principal representative. In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, and the risk management statutes, CRS §24-30-1501, *et seq.*, as now or hereafter amended.

19. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all of the Work performed under this Contract, regardless of whether Subcontractors are used and for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be in writing and submitted to the State upon request. Any and all subcontracts entered into by Contractor related to its performance hereunder shall require the Subcontractor to perform in accordance with the terms and conditions of this Contract and to comply with all applicable federal and state laws. Any and all subcontracts shall include a provision that such subcontracts are governed by the laws of the State of Colorado.

B. Binding Effect

Except as otherwise provided in **§19.A**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

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

F. Jurisdiction and Venue

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. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in

an 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 of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

H. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions
ii. HIPAA Business Associate Addendum
iii. The provisions of the main body of this Contract
iv. Exhibit A, Statement of Work
v. Exhibit B, Rates
vi. Exhibit C, Sample Option Letter

I. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

J. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201, *et seq*. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall

be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

L. Third Party Beneficiaries

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.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

20. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.

Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq.*

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the

audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

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 designated by the State and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director of the State and the Contractor's Chief Executive Officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

21. COLORADO SPECIAL PROVISIONS

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

A. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

D. **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.

E. **CHOICE OF LAW.** 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

F. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** 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.

G. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507**. 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.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
Gunnison County

*Signature

Date: 12/16/14

By: Paula Swenson
Name of Authorized Individual

Title: BOCC Chairperson
Official Title of Authorized Individual

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Health Care Policy and Financing

Susan E. Birch, MBA, BSN, RN
Executive Director

Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date: 1/5/15

LEGAL REVIEW
John W. Suthers, Attorney General

By: n/a
Signature - Assistant Attorney General

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: CPA
Department of Health Care Policy and Financing

Date: 1.8.15

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – an individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – any Untimely Determination that is not yet complete.

1.1.3. Client – an individual who is eligible for the Colorado Medical Assistance Program.

1.1.4. Determination – the act of determining if an Applicant is eligible for the Colorado Medical Assistance Program.

1.1.5. Reporting Period – the period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.5.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.5.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.6. Redetermination – a Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.7. State Fiscal Year (SFY) – the period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.8. Timely Determination/Redetermination – any Determination/Redetermination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.9. Untimely Determination/ Redetermination – any Determination/ Redetermination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid related work within the Contractor's county required under C.R.S. §25.5-1-101 *et. seq*. The Contractor shall also provide all Medicaid related work within Hinsdale County as agreed to by the Contractor and Hinsdale County in the intergovernmental agreement between those two entities. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. PERFORMANCE INCENTIVE PROGRAM

3.1. The Contractor may earn an incentive payment to reimburse it for a portion of its cost sharing as described in this section 3.

3.2. Court Settlement Timeliness Incentive Standard

3.2.1. The Contractor may earn a Court Settlement Timeliness Incentive Payment for each Reporting Period in which at least ninety-five percent (95%) of all Determinations and Redeterminations completed were Timely Determinations/Redeterminations.

3.2.1.1. To determine the timeliness percent for this standard, the Department shall total up all Timely Determinations/Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations/Redeterminations the Contractor completed during that Reporting Period. The Department shall round these calculated percentages to two decimal places.

3.2.1.2. In the event that the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations during a Reporting Period, the Contractor shall be deemed to have meet this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.

3.2.1.3. The Department will not include any Untimely Determinations/Redeterminations in its calculation of this performance standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances. Determinations/Redeterminations may be delayed for unusual circumstances as described in 10 C.C.R. 2505-8.100.3.D(d).

3.2.1.3.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination as being untimely because of unusual circumstances.

3.2.1.3.2. The Department may approve or reject any request for Untimely Determination exemption and may limit the total number of exempted Untimely Determinations.

3.2.2. The Department will determine the Contractor's compliance with the Court Settlement Timeliness Incentive Standard during each Reporting Period utilizing data from the monthly Court Reports.

3.3. Collaboration Incentive Standard

3.3.1. The Contractor may earn a Collaboration Incentive Payment for each Reporting Period in which it has hosted or attended Collaboration meetings with the partners described below.

3.3.1.1. The Contractor shall host or attend at least one (1) meeting with each of the following during each calendar quarter:

3.3.1.1.1. Each Behavioral Health Organization (BHO) that serves Clients in the Contractor's County.

3.3.1.1.2. Each Local Public Health Agency (LPHA) that serves Clients in the Contractor's County.

3.3.1.1.3. Each Medical Assistance Site (MA Site) that serves Clients in the Contractor's County.

3.3.1.1.4. Each Regional Care Collaborative Organization (RCCO) that serves Clients in the Contractor's County.

3.3.1.1.5. Regional Connect For Health Colorado Partners (C4).

3.3.1.2. The Contractor may combine any or all of the meetings in this section 3.3. to meet the Collaboration Incentive Standard and does not need to have individual meetings with each of the entities listed in section 3.3.1.1.

3.3.1.3. The Contractor may also host any or all of the meetings in this section 3.3. in collaboration with other counties, but in the event that it does combine any meeting with another county or other counties, the Contractor shall provide at least one representative to attend that meeting.

3.3.1.4. The Contractor shall develop the meeting agenda for each meeting it hosts.

3.3.1.4.1. The agenda shall include the following topics:

3.3.1.4.1.1. Recognition of the roles and responsibilities for each of the partners

3.3.1.4.1.2. Cultivating collaboration and the coordination of services among all of the partner agencies

3.3.1.4.1.3. Establishing 2-3 goals that the partners would like to accomplish over the next year to improve clients' access to care.

3.3.1.4.2. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

3.3.1.5. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

3.3.2. The Contractor shall document its compliance with the Collaboration Incentive Standard by providing the Department with the meeting agenda, meeting minutes and list of attendees for each meeting it hosted, either individually or collaboratively with other counties and the 2-3 goals as described in 3.3.1.4.1.3. The Department will determine the Contractor's compliance with the Collaboration Incentive Standard based on the submission of the meeting agendas, meeting minutes and list of attendees for all meetings during the Reporting Period.

3.4. Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard

3.4.1. The Contractor may earn a Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment for the Reporting Period in which it has developed a process that allows individuals leaving jails in the Contractor's county to receive a Determination.

3.4.1.1. The Process shall include, at a minimum, how the county plans to ensure that individuals leaving the jails will receive a determination. The Department will provide counties with a template for the development of a process that can be utilized as one option to meet this deliverable.

3.4.1.2. In the event that the Contractor's county does not have a jail, or shares a jail with other counties, then the Contractor shall meet this standard by having an established process in place with those counties and the jails that typically house inmates from the Contractor's county.

3.4.2. The Contractor shall document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard by providing the Department with a documented process that allows individuals to receive a Determination upon leaving the correctional facility. This documented process shall be signed by both the director of the Contractor's Department of Human or Social Services, or a designee, and the Sheriff's office for the Contractor's county or for the county or counties that have jails that typically house inmates from the Contractor's county.

3.5. Application Backlog Incentive Standard

3.5.1. The Contractor may earn an Application Backlog Incentive Payment for each Reporting Period in which the Application Backlog for new applications and redeterminations is within the limits described in the following table:

3.5.1.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	< 100
	Medium	< 15
	Small	< 5
Redeterminations		
	Large	<300
	Medium	<30
	Small	<10

3.5.1.2. The Department will not include any Backlogged Determination in its calculation of this performance standard if the Department has approved that Determination as being backlogged because of unusual circumstances.

3.5.1.2.1. The Contractor shall complete a Backlogged Determination exemption form, as provided by the Department, to request the Department's approval of that Determination as being backlogged because of unusual circumstances.

3.5.1.2.2. The Department may approve or reject any request for Backlogged Determination exemption and may limit the total number of exempted Backlogged Determinations.

3.6. Quarterly Reporting

3.6.1. The Contractor shall provide a Quarterly Incentive Report for each Reporting Period that includes all of the following for the that Reporting Period:

3.6.1.1. The meeting agendas, meeting minutes, lists of attendees and goals to document its compliance with the Collaboration Incentive Standard.

3.6.1.2. The documented processes that allow Individuals Leaving a Correctional Facility to receive a Determination that the Contractor used to document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard.

3.6.1.3. Any approved Untimely Determination exemption forms for the Reporting Period.

3.6.1.4. Any approved Backlogged Determination exemption forms for the Reporting Period.

4. COMPENSATION

4.1. Compensation

4.1.1. Incentive Payment

4.1.1.1. The Department shall pay the Contractor an Incentive Payment for each incentive standard it meets during the applicable Reporting Period as follows:

4.1.1.1.1. The Department shall pay the Contractor a Court Settlement Timeliness Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.2. The Department shall pay the Contractor a Collaboration Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.3. The Department shall pay the Contractor a Parolee Determination Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.4. The Department shall pay the Contractor an Application Backlog Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.2. Annual Incentive Pool Payment

4.1.2.1. The Department will create an Annual Incentive Pool each SFY.

4.1.2.1.1. The Annual Incentive Pool shall include the following:

4.1.2.1.1.1. The total amount of all base incentive payments allocated to any counties that selected to not participate in the County Medicaid Eligibility Determination Incentive Program for that SFY.

4.1.2.1.1.2. Each of the base incentive payments that were not earned by a county during a Reporting Period in that SFY.

4.1.2.1.2. In the event that the Annual Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive an Annual Incentive Pool Payment for that SFY.

4.1.2.2. The Department will divide the Annual Incentive Pool into separate incentive pools as follows:

4.1.2.2.1. The Department will create a Court Settlement Timeliness Pool each SFY that includes fifty percent (50%) of the Annual Incentive Pool for that SFY.

4.1.2.2.2. The Department will create a Collaboration Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.3. The Department will create a Medicaid Determination for Individuals Leaving a Correctional Facility Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.4. The Department will create an Application Backlog Pool each SFY that includes twenty percent (20%) of the Annual Incentive for that SFY.

4.1.2.3. The Department will distribute a portion of each incentive pool to the Contractor as follows:

4.1.2.3.1. All distribution amounts for each incentive standard for a SFY under this section 4.1.2.3 will be determined by the Department based on the Contractor's allocation in proportion to all allocations of other counties that also met that incentive standard during both Reporting Periods during that SFY.

4.1.2.3.1.1. In no event will the Contractor's distribution from any pool in this section 4.1.2.3. during a SFY exceed the lesser of the Pool Maximum County Share for that pool shown in Exhibit B for that SFY or the Contractor's actual county share expenditure.

4.1.2.3.2. If the Contractor met the Court Settlement Timeliness Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Court Settlement Timeliness Pool to the Contractor.

4.1.2.3.3. If the Contractor met the Collaboration Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Collaboration Pool to the Contractor.

4.1.2.3.4. If the Contractor met the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Medicaid Determination for Individuals Leaving a Correctional Facility Pool to the Contractor.

4.1.2.3.5. If the Contractor met the Application Backlog Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Application Backlog Pool to the Contractor.

4.1.2.4. The Department shall pay the Contractor an Annual Incentive Pool Payment equal to the sum of the Contractor's distribution of each pool, once those distributions are determined by the Department.

4.2. Payment Procedures

4.2.1. The Contractor shall receive an incentive allocation for each of the Reporting Periods within forty-five (45) days following the end of the Reporting Period. This allocation will reflect the maximum the contractor can earn for each incentive type per Reporting Period.

4.2.2. Actual incentive payment maximums are dependent on the county share of Medicaid expenditure. In no event shall Contractor be paid more than the Contractor's county share of Medicaid expenditure in any Reporting Period.

4.2.3. The Department may add any unearned funds from the first Reporting Period into to the second Reporting Period allocation for any SFY.

4.2.3.1. The Contractor shall receive the incentive through the County Financial Management System (CFMS).

4.2.4. The Department may use any unearned second Reporting Period incentive payments during the county administration close out process.

4.2.4.1. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

EXHIBIT B, RATES

1. INCENTIVE PAYMENT TABLES

1.1. SFY 2014-15 Incentive Payment Tables

1.1.1. Gunnison County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$4,187.45
Collaboration Incentive Payment	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$1,256.24
Application Backlog Incentive Payment	$1,674.98
Total Maximum Available for all Incentive Payments	$8,374.91

1.1.2. Hinsdale County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$1,398.03
Collaboration Incentive Payment	$419.41
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$419.41
Application Backlog Incentive Payment	$559.21
Total Maximum Available for all Incentive Payments	$2,796.06

2. POOL MAXIMUM COUNTY SHARE TABLES

2.1. SFY 2014-15 Pool Maximum County Share Tables

2.1.1. Gunnison County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$4,187.45
Collaboration Pool	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$1,256.24
Application Backlog Pool	$1,674.98
Total Maximum Available for all Pool Distributions	$8,374.91

2.1.2. Hinsdale County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$1,398.03
Collaboration Pool	$419.41

Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$419.41
Application Backlog Pool	$559.21
Total Maximum Available for all Pool Distributions	$2,796.06

Contract Routing Number 2015CMIP051

EXHIBIT C, SAMPLE OPTION LETTER

Date:	Original Contract Routing # CMS #	Option Letter #	Contract Routing #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
   - **a.** **For use with Options 1(a-e):** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing, and CONTRACTOR NAME, the State hereby exercises its option for an additional term beginning START DATE and ending on END DATE at a cost/price specified in Section X, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in SECTION/EXHIBIT X.
   - **b.** **For use with Option 1(f), please use the following:** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing, and CONTRACTOR NAME, the State hereby exercises its option to initiate Phase PHASE NUMBER for the term beginning START DATE and ending on END DATE at the cost/price specified in Section X.
   - **c.** **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by AMOUNT to a new contract value of AMOUNT to as consideration for services/goods ordered under the contract for the current fiscal year FISCAL YEAR. The first sentence in Section X is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is AMOUNT.

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or DATE, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Health Care Policy and Financing

By: NAME

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: _____
Department of Health Care Policy and Financing
Date: _____

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency The Colorado Department of Health Care Policy and Financing	**Contract Number** 2021CMIP026
Contractor Gunnison County	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020
Contract Maximum Amount Initial Term State Fiscal Year 2021 $18,509.67	**Initial Contract Expiration Date** June 30, 2021
	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq.

Contract Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates
3. Exhibit C – Small, Medium and Large County List
4. Exhibit D – Sample Option Letter

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §0 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A, Statement of Work.
4. Exhibit D, Sample Option Letter.

Principal Representatives

For the State:
Joshua Montoya
Department of Healthcare Policy and Financing
Policy, Communications & Administration Office
1570 Grant Street
Denver, CO 80203
Joshua.montoya@state.co.us

For Contractor:
Joni Reynolds
Gunnison County
225 North Pine Street
Gunnison, CO
81230
jreynolds@gunnisoncounty.org

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR Gunnison County DocuSigned by: Joni Reynolds 16E71D46CCE9492... By: **Joni Reynolds** 7/10/2020 Date:	**STATE OF COLORADO** Jared S. Polis, Governor Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by: 0B6A84797EA8493... By: Kim Bimestefer, Executive Director 7/10/2020 Date:
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

DocuSigned by:
Greg Tanner
BBE0F4C030DC45C...
By:
Health Care Policy and Financing
7/10/2020
Effective Date:

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

TABLE OF CONTENTS

COVER PAGE 1
SIGNATURE PAGE 2
1. PARTIES 3
2. TERM AND EFFECTIVE DATE 3
3. DEFINITIONS 5
4. STATEMENT OF WORK 7
5. PAYMENTS TO CONTRACTOR 7
6. REPORTING - NOTIFICATION 8
7. CONTRACTOR RECORDS 8
8. CONFIDENTIAL INFORMATION-STATE RECORDS 8
9. CONFLICTS OF INTEREST 10
10. INSURANCE 10
11. BREACH OF CONTRACT 12
12. REMEDIES 12
13. DISPUTE RESOLUTION ..... **ERROR! BOOKMARK NOT DEFINED.**
14. NOTICES AND REPRESENTATIVES 14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 14
16. STATEWIDE CONTRACT MANAGEMENT SYSTEM ..... **ERROR! BOOKMARK NOT DEFINED.**
17. GENERAL PROVISIONS 15
18. ADDITIONAL GENERAL PROVISIONS 18
19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 18

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

"Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

E. End of Term Extension

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

F. 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 **§14**. 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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

D. "**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.

E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

G. "**End of Term Extension**" means the time period defined in **§2.D**.

H. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

I. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

J. "**Extension Term**" means the time period defined in §**2.C**.

K. "**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)

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

L. "**Initial Term**" means the time period defined in **§2.B**.

M. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

N. "**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.

O. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

P. "**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.

Q. "**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.

R. "**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.

S. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

T. "**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.

U. "**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.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

V. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

W. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

X. "**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 Exhibit A. 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 State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

B. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. 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). 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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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**.

6. 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 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

D. 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.

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

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

A. Contractor Insurance

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

B. Subcontractor Requirements

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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:

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

a. 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.

b. 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. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. 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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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.

15. 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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§17.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

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. 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.

ii. 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**.

iii. 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.

18. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A..

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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.**

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

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. **COMPLIANCE WITH LAW.**

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

E. **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.

F. **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.

G. **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.

H. **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.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.32.

1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.33.

1.1.4. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.

1.1.8. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

1.1.9. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.20. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.25. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.25.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.25.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.26. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.27. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

1.1.28. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.30. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Eligibility Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.2.1.1. Timeliness of Determinations and Redeterminations

4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.

4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.

4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged

4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.

4.2.1.4.1.2. Timely Disenrollments

4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.

4.2.1.4.1.3. Determining Compliance for Timely Disenrollments

4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.

4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.

4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.

4.2.2. Small County and Sample Size Exceptions

4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.

4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.

4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.

4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.

4.2.3. Exemptions for Unusual Circumstances

4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.

4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.3. Exceptional Eligibility Performance Incentive Standard

4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.4. Training and Quality Performance Incentive Standard

4.4.1. The Contractor may earn the Training and Quality Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of Contractor CBMS users with the security profile to update and authorize Medical Assistance cases complete the required number of training hours as described in section 4.4 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins during the fiscal year. The Contractor's staff that are subject to the Training requirement is described in section 4.4.1.1.

4.4.1.1. Number of Training Hours and Staff Subject to Training Hours Requirement

4.4.1.1.1. The Contractor's CBMS users shall be responsible for six (6) hours of training in the contractual period if the Contractor's staff has the security profile to update and authorize Medical Assistance cases as described in section 4.4.1.2.

4.4.1.1.2. Contractor CBMS users outside of each county's human/social services agency that are granted security profiles to update and authorize Medical Assistance cases are also subject to the six (6) hours of training requirements, including related requirements mentioned in section 4.4.

4.4.1.1.3. Contractor CBMS users with security profile to update and authorize Medical Assistance cases are only responsible to complete the approved six (6) hours of trainings provided by the Department and SDC for the Contractor of their primary employment. If the Contractor's staff is secondarily employed by another county,

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

then that staff shall not be responsible to complete the training requirement for the secondary employment.

4.4.1.2. Approved and Allowable Trainings

4.4.1.2.1. The six (6) hours of training shall be completed from the following Approved Training List:

4.4.1.2.1.1. Building and/or Expanding Foundations for MAGI, Non-MAGI and Long Term Care

4.4.1.2.1.2. CBMS Medical Assistance-specific Build Trainings (every other month)

4.4.1.2.1.3. SDC-released Medical Assistance trainings (months alternating CBMS Build Trainings)

4.4.1.2.1.4. Other trainings identified by the Department and SDC, which will be listed on the SDC's website

4.4.1.2.1.5. Contractor-developed trainings that follow the requirements in section 4.4.1.2.5

4.4.1.2.2. Trainings from the Approved Training List shall only be trained by SDC trainers or an SDC-certified county trainer using SDC-approved materials.

4.4.1.2.3. External trainings that are not delivered by SDC-certified trainers shall not be eligible for the Approved Training List and will not count towards the Training and Quality Performance Incentive Standard.

4.4.1.2.4. Contractors are not allowed to modify, update, or add language to the existing SDC-approved materials trained by an SDC-certified county trainer without prior approval from the Department and SDC, following the established training modification guidelines outlined within the SDC's Certified Trainer policies and materials (i.e. Red, Yellow, Green Light).

4.4.1.2.5. Contractor-developed trainings are eligible to count towards the total number of training hours if the Contractor-developed training is approved by the SDC prior the training being offered and the training is delivered by an SDC-certified trainer. Contractor-developed trainings must be approved by the SDC prior to offering the training to staff to ensure the training meets the standards outlined in section 4.4.

4.4.1.2.6. Contractor-developed eligible trainings' content must be specific to the improvement of Medical Assistance programs' initiatives including, but not limited to: program accuracy, timeliness, knowledge, skills and ability.

4.4.1.3. Training Completion Timeframes and Previously Completed Trainings

4.4.1.3.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.3.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year and as long as the course is still on the Approved Training List for the current fiscal year.

4.4.1.3.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.4.2.

4.4.1.4. Quarterly Quality Check Ins

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.4.1.4.1. To address ongoing quality issues with Medicaid eligibility determinations and redeterminations, the Contractor shall attend one hundred percent (100%) of scheduled meetings between Department and Contractor quality assurance, policy and processing staff. These scheduled meetings will occur once every calendar quarter for the fiscal year.

4.4.1.4.2. The Contractor shall identify the appropriate staff to participate in the Quarterly Quality Check Ins and will provide contact information to the Department for those identified staff no later than July 15, 2020.

4.4.1.4.3. The Quarterly Quality Check Ins shall include a standardized agenda which includes the following:

4.4.1.4.3.1. Overall state audit data review, such as data provided by the Office of State Auditor (OSA), Office of Inspector General (OIG), Medicaid Eligibility Quality Control (MEQC) or Payment Error Rate Measurement (PERM), internal reviewers or other auditors

4.4.1.4.3.2. Review of county-specific quality data, if available

4.4.1.4.3.3. Review of performance data, metrics and dashboards, if available

4.4.1.4.3.4. Review of Help Desk tickets submitted to identify training and/or process issues, if available

4.4.1.4.3.5. Review of policy clarification requested from the Medicaid Eligibility Inbox, if available

4.4.1.4.3.6. Discussion and review of the Contractor's Quality Assurance (QA) program, if one exists. If not, the Department may provide recommendations to implement an adequate QA program and processes

4.4.1.4.3.7. Feedback Session that is open and encourages the Contractor to provide feedback on challenges and ongoing issues while providing solution-focused contributions to the Department

4.4.1.4.4. The Quarterly Quality Check Ins will be documented through a shared document between the Contractor and the Department. This document will also track attendance and action items to complete to ensure compliance with the Quarterly Quality Check In requirements.

4.4.1.5. Determining Compliance with the Training and Quality Performance Incentive Standard

4.4.1.5.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training and Quality Performance Incentive Standard.

4.4.1.5.1.1. After a Contractor-developed training has been approved by the SDC, the Contractor will follow the instructions from the SDC on how to appropriately add the approved course to the LMS and ensure the training hours count towards the Training and Quality Performance Incentive Standard.

4.4.1.5.2. Trainings and courses re-taken shall be added into the LMS by selecting the "Request" feature (in lieu of "Launch") when registering for those courses. The record of completion reflecting the current date/time of the re-taken training or course will be reflected in the LMS.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.4.1.5.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via the process described in section 4.4.1.4.2.

4.4.1.5.3. To determine compliance with the required number of training hours, the Department will pull data from CBMS on users with security profiles listed in section 4.4.1.1. A cross-comparison with the security profiles data pull from CBMS and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training and Quality Performance Incentive Standard.

4.4.1.5.4. To determine compliance with the required Quarterly Quality Check Ins, the Department will compile data on each Contractor's attendance. Failure to attend any one or more of the Quarterly Quality Check Ins will result in the Contractor being ineligible for a Training and Quality Performance Incentive Payment.

4.4.1.5.5. To be eligible for a Training and Quality Performance Incentive Payment, the Contractor must meet requirements in both sections 4.4.1.5.3 and 4.4.1.5.4.

4.4.2. BENCHMARKS: 75% of county CBMS users with security profiles listed in section 4.4.1. and 4.4.1.1 complete six (6) hours of training from the Approved Training List within the contract period as described in section 4.4.1.2 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins within the fiscal year as described in section 4.4.1.4.

4.5. Cybersecurity Performance Incentive Standard

4.5.1. The Contractor may earn one Cybersecurity Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to cybersecurity standards and Remediation Plans for the Colorado Information Security Policies (CISP) as described in section 4.5. The Department will provide additional guidance through the HCPF Memo Series, which can be found on the County Administration website.

4.5.2. Fiscal Year Deliverable

4.5.2.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs identified by the Department as a priority. If the Contractor is not in compliance with those CISPs, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

4.5.2.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.

4.5.2.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.

4.5.2.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.

4.5.3. DELIVERABLE: Completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.6. Continuous Eligibility Performance Incentive Standard

4.6.1. The Contractor may earn a Continuous Eligibility Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency as described in section 4.6.

4.6.1.1. Notification of end of continuous eligibility and COVID-19 public health emergency

4.6.1.1.1. Upon notification from the federal government that the continuous eligibility requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the ninety (90) calendar day period to redetermine eligibility for those members impacted by the continuous eligibility requirement.

4.6.1.2. Percentages of Medical Assistance members with a required redetermination of eligibility

4.6.1.2.1. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.2.2. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.3. Members who require a redetermination of eligibility

4.6.1.3.1. The Department will work with the CBMS contractor to redetermine eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to redetermine eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility redetermination within ninety (90) calendar days of the end of COVID-19 public health emergency.

4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks

4.6.1.4.1. The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.2. The Department will total the number of LTSS members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.3. To earn a Continuous Eligibility Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.6.1.2.

4.6.1.4.4. The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Eligibility Performance Incentive Standard.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

4.6.2. BENCHMARKS: Redetermination benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a redetermination of eligibility due to the end of the COVID-19 public health emergency as described in section 4.6.

5. SEMI-ANNUAL REPORTING

5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis. The Contractor must submit documentation to HCPFCountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:

5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.

5.1.1.1.2. DUE DATE: January 5, 2021

5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:

5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.

5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.1.2.3. DUE DATE: July 5, 2021

6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard

6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.

6.1.1.1. The Department will not include any Untimely Determinations and Untimely Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination and Untimely Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.

6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.

6.1.1.2.1. The Contractor cannot request exemptions for unusual circumstances based on staff vacancies and trainings, personnel or other related issues.

6.1.2. The Department may approve or reject any request for Untimely Determination and Untimely Redetermination exemptions and may limit the total number of exempted Untimely Determinations and Untimely Redeterminations for the Eligibility Performance Incentive Standard.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1 and 1.1.

6.1.2.1.2. Failure of the Contractor to act on member verification that was submitted timely which was requested for a Determination or Redetermination.

6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.

6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.

6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A, Statement of Work.

6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard

6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1. Training Performance Incentive Standard

6.2.1.2. Cybersecurity Performance Incentive Standard

6.2.1.3. Continuous Eligibility Performance Incentive Standard

6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.

8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Incentive Payment and an Exceptional Eligibility Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

9.1.1.1.2. The Department shall pay the Contractor a Training and Quality Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Continuous Eligibility Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training and Quality Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Continuous Eligibility Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. The Contractor’s payment of funds from the Remaining Funds Incentive Pool shall never exceed the county’s share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.4. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

EXHIBIT B, RATES

SFY 2020-21 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Performance Incentive Payment	15%	$2,776.45
Exceptional Eligibility Performance Incentive Payment	5%	$925.48
Continuous Eligibility Performance Incentive Payment	20%	$3,701.93
Training and Quality Performance Incentive Payment	30%	$5,552.90
Cybersecurity Performance Incentive Payment	30%	$5,552.90
Total Maximum Available for all Performance Incentive Payments		$18,509.67

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta
Baca
Bent
Cheyenne
Clear Creek
Costilla
Crowley
Custer
Dolores
Elbert
Gilpin
Grand
Gunnison
Hinsdale
Jackson
Kiowa
Kit Carson
Lake
Lincoln
Mineral
Ouray
Park
Phillips
Pitkin
Rio Blanco
Routt
San Juan
San Miguel
Sedgwick
Summit
Washington
Yuma

Medium

Alamosa
Broomfield
Chaffee
Conejos
Delta
Douglas
Eagle
Fremont
Garfield
Huerfano
La Plata
Las Animas
Logan
Moffat
Montezuma
Montrose
Morgan
Otero
Prowers
Rio Grande
Saguache
Teller

Large

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

Exhibit D, Sample Option Letter

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	**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(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

Contract Number	
P&C Specialist	

Executive Director Contract Summary

Program Contact	Joshua Montoya	**Phone Ext**	303-866-2403
ELT Member	Rachel Reiter	**Type of Procurement**	Contract

Contractor Name	County departments of human/social services
Summary of Services Provided	Through this Contract, county departments of human/social services are held accountable through performance-based benchmarks and deliverable: • Eligibility Performance: timeliness of determinations and redeterminations, timeliness of LTSS determinations and redeterminations, backlogged determinations and redeterminations, timeliness of case maintenance and disenrollment; • Training and Quality: minimum amount of training hours, including audit trainings, and quality data review meetings; • Cybersecurity: Remediation Plans for the Colorado Information Security Policies; • Continuous Eligibility: ensuring 90% of cases requiring redetermination or documentation completed within 90 calendar days of end of COVID public health emergency
Total Contract Amount (Include all SFYs)	$5,744,717.00 (split across all 64 counties)
For Amendments and Option Letters Only	
Modification Amount (the amount being added to the Contract in this modification)	
Key Modifications (What is changing in this modification)	

DocuSign Envelope ID: 3DD5DFD2-7B0A-40B1-8EFE-CC1A4BB7C2C0

eClearanceDocuments (https://cohcpf.sharepoint.com/eClearance/eClearanceDocume Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

Document Set Properties

Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or nc
3. Save

Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

ClearanceType	Contracts (Program Approvals After P&C R (https://cohcpf.sharepoint.com/eClearance PageType=4&ListId={58d5a54a-ff6d-4998 5cf991a436ec}&ID=15&RootFolder=*)
Originating Division	Policy Communications and Administratior
Primary Contact	Mulatu, Rahem (/eClearance/_layouts/15/u
eClearance Status	Complete

View All Properties
Edit Properties

Workflow History

Title	Activity	Con
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70296)	Sent to Approver 1: Montoya, Joshua	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70372)	Approved	Few edit Gre
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70373)	Sent to Approver 2: Geduldig, Sarah	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70402)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70403)	Sent to Approver 3: Reiter, Rachel	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70797)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70798)	Sent to Approver 4: Massey, Tom	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70972)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70973)	Sent to Approver 5: Severn, Nichola...	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71026)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71027)	All approvals complete	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71131)	Sent to Approver 6: Bimestefer, Kim	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71284)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71285)	All approvals complete	



Find a file

Name	Created By	Primary
HCPF 20-21 Contract Checklist (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/HCPF 20-21 Contract Checklist (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
County Incentives Intergovernmental Agreement - Final (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/County Incentives Intergovernmental Agreement - Final (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
Executive Director Contract Summary (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/Executive Director Contract Summary.docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	

DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Assessor's Report to the CBOE

Action Requested: Other Review & Approval of CBOE Reports

Parties to the Agreement:

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

Summary:

CBOE Reports to be reviewed by the Board no later than 9/15 for the 2021 timeline

Fiscal Impact:

Submitted by: M. Bollig for William Spicer **Submitter's Email Address:** mbollig@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: 9/3/2021

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 9/7/2021

Revised April 2015

Assessor's Office
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

September 1st, 2021

Gunnison County Board of Equalization
200 E. Virginia Ave.
Gunnison, CO 81230

Board Members,

I hereby submit the following report for the Real & Personal Property protest periods for 2021:

The numbers are as follows:	Real	Adjusted	=	305
		Denied	=	607*
		Total	**=**	**912**

(*includes 272 individual accounts appealed by Boxer F2 LP for Elevation Hotel)

Personal	Adjusted	=	14
	Denied	=	0
	Total	**=**	**14**

An abstract of the ***approximate*** assessed value for Gunnison County is as follows:

$778,500,000. Real property assessed value (including State Assessed)
$ 50,500,000. Personal property assessed value (including State Assessed)
_____
$829,000,000. Total approximate assessed value

Sincerely,



Kristy McFarland
Gunnison County Assessor

2021 Failure to Report Personal Property

ACCOUNT NO	OWNER
P071352	200 SOPRIS LLC
P072448	330 BELLEVIEW LLC
P072685	330 BELLEVIEW LLC
P072684	330 BELLEVIEW LLC
P072449	330 BELLEVIEW LLC
P050716	ALPINE ORTHOPAEDICS & SPORTS MED PC
P052137	ALPINE ORTHOPAEDICS & SPORTS MED PC
P052781	ALPINE SURGERY CENTER
P071906	BELLEVIEW AVE HOLDINGS LLC
P011083	BIRDSEY ENTERPRISES LLC
P051658	CHRISTOPHER KLEIN CONSTRUCTION INC
P073582	COFFEE TRADER
P052494	CONCRETE SYSTEMS INC
P072681	CRESTED BUTTE CLUB LLC
P002565	CRESTED BUTTE CLUB LLC
P071042	GRIGGS ORTHOPEDICS
P071640	GRIGGS ORTHOPEDICS
P071639	HIGH ALPINE BREWING
P072351	ICE HOUSE LLC
P073282	J W POWER COMPANY
P006810	MOUNTAIN LEGACY VETERINARY CENTER
P071402	NORTH FORK ENERGY LLC
P015791	OXBOW MINING LLC
P051667	PITAS IN PARADISE
P073581	PITAS IN PARADISE
P072426	RIVERS EDGE PROPERTY LLC
P000785	S3 RED ARROW LLC
P072683	SCARP RIDGE LLC
P072429	SCARP RIDGE LLC
P070465	SIEGRIST ROXANNE
P006778	TAYLOR RIVER CANYON LLC
P073008	THE DIVVY
P051828	V & J HOSPITALITY LLC
P006776	WAUNITA HOT SPRINGS RANCH INC

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100006	R006102	GRINDLAY NANCY R	MMAST	Adjust	834,660	726,150	-108,510
202100008	R003524	ZACHAR KARL A	CMCDONALD	Deny	2,125,670	2,125,670	0
202100009	R003474	SIMMONS SUZANNE	CMCDONALD	Deny	3,329,830	3,329,830	0
202100010	R008932	GOLD CREEK REAL ESTATE LLC	CNUTGRASS	Deny	340,720	340,720	0
202100011	R014505	SCHICHTEL ADAM J	MMAST	Deny	1,057,850	1,057,850	0
202100012	R043954	EQUITY TRUST COMPANY FBO CONNIE REHBERG 178756	ACOHEN	Deny	122,430	122,430	0
202100013	R032194	KOEPSEL ROBERT J	BBLACKETT	Deny	337,450	337,450	0
202100014	R007823	CRAWFORD MILDRED WILKINSON	CNUTGRASS	Adjust	121,490	52,800	-68,690
202100015	R009886	BELGIOVANE ALICIA	BBLACKETT	Deny	577,960	577,960	0
202100017	R009717	PHELPS DEBORAH L	BBLACKETT	Adjust	470,190	463,080	-7,110
202100020	R033124	SCOTT VADEN M	CNUTGRASS	Adjust	372,210	342,860	-29,350
202100022	R032498	CECERE ANTHONY R	ACOHEN	Deny	330,320	330,320	0
202100023	R030387	COBURN WILLIAM E II	CNUTGRASS	Adjust	2,515,450	1,980,990	-534,460
202100025	R040557	KASKOW CHRISTOPHER J	MMAST	Deny	1,568,020	1,568,020	0
202100031	R016994	CURRAN KEVIN J	CNUTGRASS	Deny	7,230	7,230	0
202100032	R002831	STEINBERGER CATHY	CMCDONALD	Deny	761,980	761,980	0
202100033	R071440	KEET JEAN E	CMCDONALD	Deny	1,066,970	1,066,970	0
202100034	R008043	BRAZINSKY DIANE L	BBLACKETT	Adjust	217,640	212,390	-5,250
202100035	R071995	KEET JEAN	BBLACKETT	Deny	486,700	486,700	0
202100036	R072845	BISCHOFF RICHARD WAYNE	MMAST	Deny	741,310	741,310	0
202100038	R042804	BROWN KRYSTAL S	CMCDONALD	Deny	170,180	170,180	0
202100040	R032034	BROWN DAN R	MMAST	Deny	840,090	840,090	0
202100041	R005641	SNOW TROUT LLC	ACOHEN	Deny	418,820	418,820	0
202100042	R030284	GARMHAUSEN JOHN ROTH	MMAST	Adjust	1,496,010	1,433,280	-62,730
202100043	R031079	RUBIN MICHAEL ROBERT	ACOHEN	Adjust	839,450	724,980	-114,470
202100044	R027908	NAVIDI JASON NEIL	BBLACKETT	Adjust	618,010	530,040	-87,970
202100045	R042717	PEARSE ROBIN	MMAST	Deny	171,600	171,600	0
202100046	R012860	PEET JASON	MMAST	Adjust	1,794,890	1,724,770	-70,120
202100047	R041940	SCHNEIDER WILLIAM S	ACOHEN	Adjust	1,066,530	874,740	-191,790
202100048	R013925	BUZARDE BRIAN DAVID	CNUTGRASS	Deny	9,000	9,000	0
202100049	R042039	KROLL ALLAN I	MMAST	Adjust	719,790	416,750	-303,040
202100050	R014535	SMITH RODNEY A	CNUTGRASS	Adjust	503,300	340,400	-162,900
202100051	R008737	TAYLORMADE LLC	CNUTGRASS	Deny	627,240	627,240	0
202100052	R009356	TAYLORMADE LLC	CNUTGRASS	Deny	1,008,160	1,008,160	0
202100053	R041106	FAHRENBRUCH JEFFREY GARRETT	CMCDONALD	Deny	3,986,460	3,986,460	0
202100054	R032216	COOK TODD A	BBLACKETT	Deny	459,960	459,960	0
202100055	R042504	ROTH MIKAEL	MMAST	Adjust	131,580	109,650	-21,930
202100056	M006495	BUNTIN DALTON	CMCDONALD	Adjust	4,150	1,380	-2,770

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100057	R003735	WINGET MARY L REVOCABLE TRUST	CNUTGRASS	Deny	30,380	30,380	0
202100058	R026079	TJ INVESTMENTS LLC	CMCDONALD	Deny	1,480,600	1,480,600	0
202100059	R024687	FOX WILLIAM EUGENE JR	CNUTGRASS	Adjust	173,960	132,240	-41,720
202100060	R073295	KOKOAPPLEJAK LLC	ACOHEN	Adjust	440,070	378,060	-62,010
202100061	R073294	KOKOAPPLEJAK LLC	ACOHEN	Adjust	440,070	381,500	-58,570
202100062	R073296	KOKOAPPLEJAK LLC	ACOHEN	Adjust	437,250	375,640	-61,610
202100063	R013173	MCLAUGHLIN CRAIG C	ACOHEN	Adjust	414,860	373,380	-41,480
202100065	R013570	ANDERSON ROBERT J	CNUTGRASS	Deny	2,900	2,900	0
202100066	R033321	ANDERSON ROBERT J	CNUTGRASS	Deny	2,900	2,900	0
202100067	R005947	EGGERT ELIZABETH B	ACOHEN	Adjust	1,018,530	783,490	-235,040
202100068	R003744	RUPP REVOCABLE LIVING TRUST	CNUTGRASS	Deny	57,720	57,720	0
202100069	R073284	HAKALA JEREMIAH	BBLACKETT	Deny	360,130	360,130	0
202100071	R014587	RENFROWS REFUGE LLC	CNUTGRASS	Adjust	282,460	232,540	-49,920
202100072	R071034	COHN ELLIOT J REVOCABLE TRUST	CMCDONALD	Adjust	1,119,700	1,068,640	-51,060
202100074	R072844	BURDETTE KERMIT II	MMAST	Deny	741,310	741,310	0
202100076	R010284	STEHLIN WILLIAM G	CNUTGRASS	Deny	76,890	76,890	0
202100077	R031718	SKYMONT LLC	MMAST	Adjust	2,198,370	1,973,220	-225,150
202100078	R031447	MULTZ CARROLL E	CNUTGRASS	Deny	683,940	683,940	0
202100080	R071962	COOKE GARTH	CNUTGRASS	Deny	5,810	5,810	0
202100081	R072203	COOKE GARTH	CNUTGRASS	Deny	7,170	7,170	0
202100082	R009000	COOKE GARTH	CNUTGRASS	Adjust	61,800	55,620	-6,180
202100083	R002250	GUNNISON SUN SPORTS LLC	BBLACKETT	Adjust	866,640	743,570	-123,070
202100084	R012235	COOKE GARTH D	CNUTGRASS	Deny	8,680	8,680	0
202100085	R072205	COOKE GARTH	CNUTGRASS	Deny	15,500	15,500	0
202100086	R071960	COOKE GARTH	CNUTGRASS	Deny	510	510	0
202100087	R002257	GUNNISON SUN SPORTS LLC	BBLACKETT	Adjust	437,150	374,480	-62,670
202100088	R070475	GUNNISON SUN SPORTS LLC	BBLACKETT	Adjust	121,700	102,930	-18,770
202100089	R030183	CARTER CARROL CHRISTOPHER III	BBLACKETT	Deny	752,490	752,490	0
202100090	R071304	ANGELACCI ANDREW A	WSPICER	Adjust	138,420	138,580	160
202100092	R032146	PEAREN KEITH L	MMAST	Deny	2,045,420	2,045,420	0
202100093	R031980	KNOX ANDREW	MMAST	Deny	1,230,090	1,230,090	0
202100094	R042009	ORLINSKI ROBERT E	MMAST	Deny	3,661,250	3,661,250	0
202100095	R016550	SHAFFER RICHARD C	CNUTGRASS	Deny	35,400	35,400	0
202100096	R003044	MONTGOMERY MICHAEL E	CMCDONALD	Deny	2,691,450	2,691,450	0
202100097	R013851	RUTLAND JOHN M	CNUTGRASS	Adjust	196,180	97,790	-98,390
202100098	M033218	SAUTER PAUL F	CMCDONALD	Adjust	116,610	73,520	-43,090
202100100	R031932	GARRETT JOHN R	MMAST	Deny	1,396,210	1,396,210	0
202100101	R016744	BRUNO JONATHAN E	CNUTGRASS	Deny	7,700	7,700	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100103	R031385	THOMAS JOSHUA CARTER	ACOHEN	Deny	462,280	462,280	0
202100105	R017738	COSTELLO LOUIS F	BBLACKETT	Deny	565,340	565,340	0
202100106	R071892	CCCENTERSEVEN LLC	BBLACKETT	Deny	253,620	253,620	0
202100107	R007040	COSTELLO LOUIS F	BBLACKETT	Adjust	148,600	89,160	-59,440
202100108	R005409	HALL AARON	MMAST	Deny	1,404,410	1,404,410	0
202100109	R002893	BISHOP ANTHONY J	CMCDONALD	Deny	1,322,870	1,322,870	0
202100110	R015227	BISHOP ANTHONY	BBLACKETT	Adjust	315,660	341,980	26,320
202100111	R011856	WEST JOSEPH W	CNUTGRASS	Deny	339,850	339,850	0
202100112	R016234	MIGHTY ZEPHYR RANCH LLC	CNUTGRASS	Deny	541,470	541,470	0
202100113	R012458	MICHAUD KATHLEEN T	CNUTGRASS	Deny	24,500	24,500	0
202100114	R011709	MICHAUD KATHLEEN T	CNUTGRASS	Deny	274,340	274,340	0
202100115	R012740	OLSON KURT	MMAST	Adjust	866,450	541,380	-325,070
202100116	R040571	1500 CAMDEN LLC	CMCDONALD	Adjust	2,359,290	2,089,380	-269,910
202100117	R071789	DLPVFT VENTURES COLORADO LLC	MMAST	Deny	1,346,870	1,346,870	0
202100118	R002812	CB 706 GOTHIC LLC	CMCDONALD	Deny	1,241,170	1,241,170	0
202100119	R041611	BRAUCH DANIEL E	CNUTGRASS	Adjust	944,970	690,230	-254,740
202100120	R001522	EQUIRENT LLC	BBLACKETT	Adjust	1,156,630	1,028,000	-128,630
202100121	R041938	MCCUTCHIN RONALD LEE	ACOHEN	Adjust	1,295,750	1,062,740	-233,010
202100122	R015077	HAMILTON THOMAS D	MMAST	Adjust	1,210,170	1,197,170	-13,000
202100123	R026833	KNIGHT LEE	BBLACKETT	Deny	241,940	241,940	0
202100124	R008539	MCCUTCHIN RONALD LEE	CNUTGRASS	Deny	768,880	768,880	0
202100125	R070325	HARRIS LINDSAY HALE	CMCDONALD	Deny	490,630	490,630	0
202100126	R032370	ROBETH ONE LTD	MMAST	Deny	1,726,600	1,726,600	0
202100127	R010429	STONE JOANN	BBLACKETT	Deny	970,010	970,010	0
202100128	R032562	43 VISTA LLC	CMCDONALD	Deny	1,930,450	1,930,450	0
202100129	R071481	PIKE MARK	BBLACKETT	Deny	224,040	224,040	0
202100130	R071475	PIKE MARK	BBLACKETT	Deny	214,940	214,940	0
202100131	R010156	GUNNISON VALLEY COLLECTIVE LLC	BBLACKETT	Adjust	1,140,160	702,350	-437,810
202100132	R010637	SEAMEN JOHANN F	BBLACKETT	Deny	486,860	486,860	0
202100133	R043635	PIKE MARK D	BBLACKETT	Deny	601,740	601,740	0
202100134	R045431	ESPOSITO DAVID A	MMAST	Deny	4,279,440	4,279,440	0
202100135	R005049	KULA KORY	MMAST	Adjust	1,235,420	947,810	-287,610
202100136	R071480	PIKE MARK	BBLACKETT	Deny	224,710	224,710	0
202100137	R012052	FLYING W LAND & CATTLE CO LLC	CNUTGRASS	Deny	1,185,420	1,185,420	0
202100138	R040244	PIKE MARK D	CNUTGRASS	Deny	457,730	457,730	0
202100139	R032580	ESSEX WEST LLC	CMCDONALD	Deny	2,327,580	2,327,580	0
202100140	R011560	DAVID JACK L	CNUTGRASS	Adjust	279,940	248,820	-31,120
202100141	R025253	MIKKELSON ROBERT J	ACOHEN	Deny	402,450	402,450	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100142	R025252	WISENBAKER KARI M	ACOHEN	Deny	402,450	402,450	0
202100143	R002311	DAVID JACK L	BBLACKETT	Deny	201,650	201,650	0
202100144	R007844	DAVID JACK PROPERTIES LLC	CNUTGRASS	Adjust	148,340	174,140	25,800
202100145	R002312	DAVID JACK PROPERTIES LLC	BBLACKETT	Deny	994,570	994,570	0
202100146	R014760	REVOIR WAYNE H	CNUTGRASS	Deny	265,070	265,070	0
202100147	R043384	KERBER JEFFREY J	CMCDONALD	Deny	3,351,160	3,351,160	0
202100150	R030535	RAYMOND ROBERT V	CNUTGRASS	Deny	5,380	5,380	0
202100152	R026051	RAYMOND ROBERT V	CNUTGRASS	Deny	3,150	3,150	0
202100153	R073130	RAYMOND ROBERT V	CNUTGRASS	Deny	17,030	17,030	0
202100154	R017645	WORDEN MICHAEL ANDREW	ACOHEN	Adjust	208,490	174,970	-33,520
202100155	R008703	FLEMING FAMILY TRUST THE	CNUTGRASS	Deny	577,880	577,880	0
202100156	R003906	VOGEL SALLY ANN	CNUTGRASS	Adjust	78,220	56,870	-21,350
202100157	R012021	COCHRAN FAMILY TRUST	CNUTGRASS	Adjust	149,390	109,190	-40,200
202100158	R010016	RUNNELLS PHILIP J	BBLACKETT	Adjust	378,380	344,610	-33,770
202100159	R044595	YOUNG KERRY D	BBLACKETT	Deny	133,140	133,140	0
202100160	R044594	YOUNG KERRY D	BBLACKETT	Deny	164,300	164,300	0
202100161	R044593	YOUNG KERRY D	BBLACKETT	Deny	137,050	137,050	0
202100162	R044592	YOUNG KERRY D	BBLACKETT	Deny	130,520	130,520	0
202100163	R003595	YOUNG KERRY D	BBLACKETT	Deny	150,660	150,660	0
202100164	R003597	YOUNG FITZGERALD J H	BBLACKETT	Deny	566,620	566,620	0
202100165	R013175	YOUNG KERRY L D	ACOHEN	Adjust	416,270	374,650	-41,620
202100167	R071339	YOUNG FITZGERALD J H	CNUTGRASS	Adjust	277,910	242,580	-35,330
202100170	R042602	ARTALE RYAN	MMAST	Adjust	948,680	941,080	-7,600
202100171	R015004	REHBERG CONNIE	MMAST	Adjust	934,610	860,350	-74,260
202100172	R005746	CB SPORTS REAL ESTATE LLC	ACOHEN	Adjust	220,850	188,300	-32,550
202100173	R031268	FURIMSKY BENJAMIN	MMAST	Adjust	891,520	858,010	-33,510
202100174	R040030	CARLUCCI JOHN B	CMCDONALD	Deny	854,150	854,150	0
202100175	R015682	PREMIER REAL ESTATE INVESTMENTS LLC	CNUTGRASS	Adjust	199,400	199,400	0
202100176	R002867	DOLAN DAVID F	CMCDONALD	Adjust	1,297,440	1,239,880	-57,560
202100177	R042895	GRANDSAERT MATT F	MMAST	Adjust	90,000	75,000	-15,000
202100178	R033615	STOCKTON THOMAS HALE	CNUTGRASS	Deny	493,540	493,540	0
202100180	R009531	DEATON WARD & BECKY REVOCABLE LIVING TRUST	CNUTGRASS	Adjust	13,600	13,600	0
202100182	R043930	OVERHOLSER DEWEY	ACOHEN	Adjust	205,160	145,100	-60,060
202100183	R072842	LORD KIMBERLY E	MMAST	Deny	741,310	741,310	0
202100184	R008933	SORENSEN JAMES KURT	BBLACKETT	Deny	766,940	766,940	0
202100185	R042869	HATCHER MARK C	BBLACKETT	Deny	404,530	404,530	0
202100187	R040118	BERGER CHARLES	MMAST	Deny	1,122,640	1,122,640	0
202100189	R015518	WIDDOWS WILLIAM JAMES	MMAST	Adjust	1,874,690	1,824,690	-50,000

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100190	R072060	HELTZEL ANDREW	ACOHEN	Deny	319,740	319,740	0
202100191	R072841	EGELHOFF TIMOTHY	MMAST	Deny	741,310	741,310	0
202100192	R015249	ESTEY DAN	MMAST	Deny	738,840	738,840	0
202100193	R044046	CLATANOFF WILLIAM J	ACOHEN	Deny	129,240	129,240	0
202100194	R012348	GRAHAM WESLEY C	CNUTGRASS	Deny	319,170	319,170	0
202100196	R007106	MEANS DAVID GEORGE	CNUTGRASS	Deny	209,480	209,480	0
202100197	R002396	RICKER RUSTAN V	BBLACKETT	Deny	789,720	789,720	0
202100198	R007813	MCNEILL WALLACE	BBLACKETT	Deny	148,600	148,600	0
202100199	R017456	HERKERT & MEISEL TRUNK CO	BBLACKETT	Deny	301,400	301,400	0
202100200	R072118	FOXTROT ABL LLC	MMAST	Deny	632,150	632,150	0
202100201	R072119	FOXTROT ABL LLC	MMAST	Adjust	632,150	568,940	-63,210
202100202	R030426	RICHARDSON ROBBY LYN	BBLACKETT	Deny	426,290	426,290	0
202100203	R071876	ARELL LINDSAY S	MMAST	Adjust	1,239,010	1,009,160	-229,850
202100206	R004049	MARBLE COMMUNITY CHURCH	CNUTGRASS	Deny	11,850	11,850	0
202100207	R042655	KRUTECK MICHAEL L	MMAST	Deny	796,430	796,430	0
202100208	R073391	NAVIDI NAVID	BBLACKETT	Adjust	232,950	229,460	-3,490
202100210	R002246	NAVIDI NAVID	BBLACKETT	Adjust	2,141,490	1,788,150	-353,340
202100211	R008353	BITNAR GERALD A	CNUTGRASS	Deny	39,600	39,600	0
202100212	R044055	GARDNER LARRY E	ACOHEN	Deny	280,980	280,980	0
202100213	R005526	GAIA VISION COLORADO LLC	ACOHEN	Deny	487,400	487,400	0
202100214	R005508	GAIA VISION COLORADO LLC	ACOHEN	Deny	684,830	684,830	0
202100215	R030408	TANKERSLEY JOHN L	CMCDONALD	Adjust	454,980	399,250	-55,730
202100216	R070891	WILCOX WARREN O	CNUTGRASS	Adjust	101,210	99,680	-1,530
202100217	R008905	WILCOX WARREN O	CNUTGRASS	Deny	177,490	177,490	0
202100218	R008902	WILCOX WARREN O	CNUTGRASS	Deny	304,870	304,870	0
202100219	R072123	ST ANDREWS LLC	MMAST	Deny	293,400	293,400	0
202100220	R041057	OLDREAD BENJAMIN R	CMCDONALD	Adjust	1,537,440	707,150	-830,290
202100221	R016181	GUTHRIE TOMMY E	CNUTGRASS	Adjust	339,830	306,350	-33,480
202100222	R027151	LOPEZ JOSEPH & CAROLYN REVOCABLE TRUST	ACOHEN	Adjust	227,140	197,510	-29,630
202100223	R013698	BURNHART VINCENT K	CNUTGRASS	Deny	507,290	507,290	0
202100224	R042483	LOPEZ JOSEPH & CAROLYN REVOCABLE TRUST	ACOHEN	Adjust	243,620	211,850	-31,770
202100225	R010936	BECWAR NICOLE M	BBLACKETT	Deny	565,000	565,000	0
202100226	R005297	FAGHIH BILL	ACOHEN	Deny	214,900	214,900	0
202100227	R016358	HOOVER DENNIS R	CNUTGRASS	Deny	297,620	297,620	0
202100228	R007276	RAINE FAMILY CABIN TRUST	CNUTGRASS	Adjust	484,510	386,550	-97,960
202100230	R043209	LANE CASWELL PREWITT	MMAST	Deny	1,531,240	1,531,240	0
202100231	R003191	POTOKER SARA E	BBLACKETT	Adjust	1,077,030	1,088,740	11,710
202100232	R043581	LAGAP HOLDINGS LTD	MMAST	Adjust	1,349,880	1,076,460	-273,420

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100235	R033515	PETERS ELIZABETH	MMAST	Adjust	1,392,260	1,047,540	-344,720
202100236	R012496	STEELY MICHAEL D	CNUTGRASS	Adjust	61,660	27,360	-34,300
202100237	R003116	ARMITAGE KAROLE LIVING TRUST	CMCDONALD	Adjust	949,460	942,120	-7,340
202100239	R010737	MILLER MARK AND DIANE REVOCABLE TRUST	BBLACKETT	Deny	683,250	683,250	0
202100241	R005521	GEISSER ANDREA	ACOHEN	Deny	559,900	559,900	0
202100242	R043578	WISNER VICTOR J	MMAST	Adjust	1,281,420	1,025,120	-256,300
202100243	R001328	NAVIDI NAVID	BBLACKETT	Deny	453,270	453,270	0
202100245	R002247	NAVIDI NAVID	BBLACKETT	Adjust	891,360	765,680	-125,680
202100246	R070646	STUBBE SARAH MARIE	MMAST	Deny	616,430	616,430	0
202100247	R070767	KELLEY BUILDING LLC	BBLACKETT	Deny	846,010	846,010	0
202100248	R005501	NORMANDY WHETSTONE LLC	ACOHEN	Deny	595,470	595,470	0
202100249	R041941	LINDSEY MARCIA	ACOHEN	Adjust	617,660	552,650	-65,010
202100250	R027781	VENARD THOMAS G	BBLACKETT	Deny	425,580	425,580	0
202100251	R003236	MANNER MARK	CMCDONALD	Adjust	1,690,630	1,633,730	-56,900
202100252	R004073	MENARD ALEX	CNUTGRASS	Deny	7,900	7,900	0
202100254	R030680	MACMILLAN JASON R	CMCDONALD	Deny	578,140	578,140	0
202100255	R031386	WYLY KATY HALL	ACOHEN	Adjust	496,910	451,740	-45,170
202100257	R031255	HURESKY GARY J	MMAST	Adjust	1,102,150	945,360	-156,790
202100258	R005520	FAAAAMILY LLC	ACOHEN	Deny	623,240	623,240	0
202100259	R015101	CALER LISA	MMAST	Deny	908,640	908,640	0
202100260	R014619	GORDON RUTHELLEN (RLE)	CNUTGRASS	Adjust	323,620	286,270	-37,350
202100261	R040225	WITTEN KENNETH	MMAST	Adjust	1,070,300	1,023,990	-46,310
202100262	R042667	NORNES HOWARD	MMAST	Adjust	142,430	113,940	-28,490
202100263	R043743	FUTURES REAL ESTATE & LAND VENTURES LLC	ACOHEN	Adjust	125,170	118,590	-6,580
202100264	R010159	NIENHUESER SETH	CNUTGRASS	Adjust	539,040	412,170	-126,870
202100265	R007857	LOKEN LANCE	CNUTGRASS	Adjust	38,350	30,580	-7,770
202100267	M031615	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100268	R009725	BROWN DAVID MICHAEL	BBLACKETT	Deny	88,400	88,400	0
202100269	R015253	CHURCH VICTORIA	MMAST	Deny	1,037,680	1,037,680	0
202100270	M006561	STEWART DARREL	CMCDONALD	Adjust	10,810	0	-10,810
202100271	R031138	LOUGHLIN THOMAS KELLER	CMCDONALD	Adjust	2,367,990	2,287,170	-80,820
202100272	R044494	CB202 LLC	ACOHEN	Adjust	774,900	710,330	-64,570
202100274	R005513	DOBBIN RICHARD B	ACOHEN	Deny	487,400	487,400	0
202100275	R001135	NEUMANN JEFFERY S	BBLACKETT	Adjust	280,530	276,120	-4,410
202100276	R001552	HANKINS LIVING TRUST	BBLACKETT	Deny	287,290	287,290	0
202100278	R041144	BROWN DAVID ELWOOD	CNUTGRASS	Adjust	336,480	196,760	-139,720
202100279	R013773	BURNETT CHANCE	CNUTGRASS	Deny	185,500	185,500	0
202100280	R072044	KILBOURNE SCOTT	ACOHEN	Adjust	205,570	171,660	-33,910

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100281	R001749	BUSBY MICHAEL R	BBLACKETT	Deny	498,900	498,900	0
202100282	R041030	HEASLEY JEFF	CNUTGRASS	Deny	386,970	386,970	0
202100283	R007848	DREES SUSAN ROSE	BBLACKETT	Adjust	443,440	407,640	-35,800
202100284	R072272	GATES GARY W JR	CNUTGRASS	Deny	618,200	618,200	0
202100285	R072273	GATES GARY W JR	CNUTGRASS	Deny	1,233,520	1,233,520	0
202100286	R073440	APT GUNNISON LLC	BBLACKETT	Deny	304,540	304,540	0
202100287	R073384	APT GUNNISON LLC	BBLACKETT	Deny	1,074,300	1,074,300	0
202100288	R027269	SPOTTED HAWK INVESTMENTS LLC	MMAST	Deny	2,549,820	2,549,820	0
202100289	R013781	SZMIOT DANIEL R	CNUTGRASS	Deny	471,090	471,090	0
202100290	R011135	COTE WILLIAM	BBLACKETT	Adjust	375,240	265,360	-109,880
202100291	R012851	PARADISE VIEW LLC	MMAST	Adjust	3,226,040	3,046,400	-179,640
202100292	R070741	MELDRUM STEPHEN E	BBLACKETT	Deny	1,346,860	1,346,860	0
202100293	R009105	WENTZ FRANCIS R AND ELLEN E REVOCABLE TRUST	CNUTGRASS	Deny	20,200	20,200	0
202100294	R041413	KENNEALLY DANIEL F	MMAST	Deny	461,120	461,120	0
202100295	R009488	FRENCH REVOCABLE TRUST	CNUTGRASS	Deny	588,710	588,710	0
202100296	R030727	CHAPPELL KEVIN GENE	MMAST	Deny	846,390	846,390	0
202100297	R007173	DEVRIES SARAH REVOCABLE TRUST	CNUTGRASS	Adjust	803,870	620,090	-183,780
202100300	R004996	LONG RODERICK R	MMAST	Adjust	735,290	705,880	-29,410
202100301	R030283	DONALDSON JON PATRICK	MMAST	Adjust	2,113,400	1,945,160	-168,240
202100302	R015514	ND ENTERPRISES LLC	BBLACKETT	Adjust	7,545,270	2,100,000	-5,445,270
202100303	R032584	DIVINE RICHARD	MMAST	Adjust	2,052,820	2,437,280	384,460
202100304	R040529	TRAL REAL ESTATE LLC	MMAST	Adjust	649,600	464,000	-185,600
202100305	R030602	LEIMAN JEFFREY F	CMCDONALD	Adjust	526,790	384,870	-141,920
202100306	R025451	CLAYTON DWIGHT	CNUTGRASS	Deny	438,660	438,660	0
202100307	R032330	MARPHI LLC	ACOHEN	Deny	626,840	626,840	0
202100308	R005517	WEST GORDON T JR	ACOHEN	Deny	441,130	441,130	0
202100309	R007868	ROLLINS REVOCABLE TRUST	CNUTGRASS	Adjust	371,510	293,530	-77,980
202100310	R040058	HEGEMAN ALANSON D	ACOHEN	Adjust	314,190	277,860	-36,330
202100311	R011750	VOGEL DOUGLAS PAUL	CNUTGRASS	Adjust	146,220	98,890	-47,330
202100312	R040582	1876 LLC	MMAST	Adjust	2,352,420	2,249,730	-102,690
202100314	R005512	DOUGLASS H ROBERT	ACOHEN	Deny	435,480	435,480	0
202100315	R013990	SAHR PAULA J	CNUTGRASS	Deny	409,710	409,710	0
202100317	R013878	SAMORA JOE A	CNUTGRASS	Deny	10,750	10,750	0
202100319	R015887	GOODWIN REVOCABLE TRUST	CMCDONALD	Deny	70,490	70,490	0
202100320	R003215	ATCHLEY MEGAN W	CMCDONALD	Deny	1,375,850	1,375,850	0
202100321	R003911	RAMSEY KENNETH W	CNUTGRASS	Deny	112,760	112,760	0
202100322	R043499	BRIDGE POOL HOLDINGS INC	BBLACKETT	Adjust	751,320	636,230	-115,090
202100323	R030465	ADAMS MARK D	CNUTGRASS	Adjust	1,205,870	917,810	-288,060

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100324	R073399	HOMESTEAD HOUSING LLC	MMAST	Adjust	48,460	110,770	62,310
202100325	R003008	IRONS JESSE SCOTT	ACOHEN	Adjust	478,600	413,510	-65,090
202100326	R032191	PROSSER JENNIFER S	BBLACKETT	Adjust	399,820	330,380	-69,440
202100327	R004939	ROLLECZEK TOMASZ	MMAST	Deny	825,480	825,480	0
202100333	R013220	RIVERLAND CENTER LLC	BBLACKETT	Deny	1,057,330	1,057,330	0
202100335	R003391	HENSLEY CHRISTOPHER K	CMCDONALD	Deny	1,812,290	1,812,290	0
202100336	R007852	COURTNEY WILLIAM T	CNUTGRASS	Adjust	908,370	544,620	-363,750
202100340	R042008	BD INVESTMENT LLC	MMAST	Deny	531,700	531,700	0
202100343	R010424	VENARD PROPERTIES LLC	BBLACKETT	Adjust	765,440	705,470	-59,970
202100344	R015891	BEYER ALAN R	VHILDRETH	Deny	210	210	0
202100345	R015993	BEYER ALAN R	CNUTGRASS	Deny	321,640	321,640	0
202100346	R012465	MERKEL VERA ANN	CNUTGRASS	Deny	127,540	127,540	0
202100347	R007384	LEIGH MARIE LLC	CNUTGRASS	Deny	325,740	325,740	0
202100348	R008550	NELSON LANCE C	CNUTGRASS	Adjust	335,660	299,930	-35,730
202100349	R016560	STICKLER CHAD	CNUTGRASS	Adjust	67,920	44,700	-23,220
202100350	R003271	HIGUERA MICHAEL H	CMCDONALD	Adjust	1,159,480	872,150	-287,330
202100351	R009910	SCHELLER JAMES D	BBLACKETT	Adjust	298,880	236,110	-62,770
202100352	R003674	SILVER PLUME STORE	CNUTGRASS	Adjust	156,060	92,000	-64,060
202100353	R072505	FAUST GREGORY SCOTT	CMCDONALD	Adjust	1,264,970	1,151,680	-113,290
202100354	R009902	MELBY NATHAN J	BBLACKETT	Deny	411,780	411,780	0
202100355	R073400	HOMESTEAD HOUSING LLC	MMAST	Adjust	48,460	110,770	62,310
202100356	R045335	HOMESTEAD HOUSING LLC	MMAST	Adjust	117,830	110,770	-7,060
202100357	R045357	HOMESTEAD HOUSING LLC	MMAST	Adjust	117,830	110,770	-7,060
202100358	R045343	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,780	102,180	-21,600
202100360	R045344	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,060	103,090	-21,970
202100361	R045358	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,070	103,090	-21,980
202100362	R045359	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,780	102,180	-21,600
202100363	R045345	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,060	103,090	-21,970
202100364	R045346	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,780	102,180	-21,600
202100365	R015228	HENSLEY LIVING TRUST	BBLACKETT	Deny	201,600	201,600	0
202100366	R045360	HOMESTEAD HOUSING LLC	MMAST	Adjust	124,580	102,180	-22,400
202100369	R025334	POOLE ROBERT	CNUTGRASS	Adjust	40,390	32,310	-8,080
202100370	R005101	CESATI ANDREW	MMAST	Adjust	246,630	638,410	391,780
202100371	R017801	LANDRY ENTERPRISES SOUTH LLC	BBLACKETT	Adjust	1,472,090	1,236,400	-235,690
202100372	R017806	LANDRY ENTERPRISES SOUTH LLC	BBLACKETT	Deny	32,050	32,050	0
202100373	R002263	LANDRY ENTERPRISES SOUTH LLC	BBLACKETT	Adjust	1,038,390	867,550	-170,840
202100374	R005962	STEINBERG MICHAEL JOHN	ACOHEN	Adjust	561,600	532,040	-29,560
202100375	R073151	CHILLYWOOD 12 LP	MMAST	Deny	1,722,570	1,722,570	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100376	R031762	CHILLYWOOD 12 LP	MMAST	Deny	2,193,140	2,193,140	0
202100377	R004152	MARBLE HISTORICAL SOCIETY	BBLACKETT	Adjust	273,900	96,660	-177,240
202100380	R005516	HICKEY JULIA IRENE	ACOHEN	Deny	274,550	274,550	0
202100381	R017640	SCOTT JAMES D	ACOHEN	Adjust	194,410	174,970	-19,440
202100382	R043884	NONIE LAND AND CATTLE LLC	ACOHEN	Adjust	1,694,180	1,473,200	-220,980
202100383	R072097	LYPPS FRAME REVOCABLE TRUST	CNUTGRASS	Deny	228,940	228,940	0
202100384	R030731	PARK CHRISTOPHER K	MMAST	Adjust	927,860	851,230	-76,630
202100385	R013790	BEGLY JERRY LEE	CNUTGRASS	Deny	421,120	421,120	0
202100386	R031173	MENDONCA JAMES R	CNUTGRASS	Deny	356,390	356,390	0
202100387	R045361	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,070	103,090	-21,980
202100388	R045347	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,070	103,090	-21,980
202100389	R045348	HOMESTEAD HOUSING LLC	MMAST	Adjust	125,070	103,090	-21,980
202100390	R045362	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,830	99,060	-24,770
202100391	R045363	HOMESTEAD HOUSING LLC	MMAST	Adjust	126,980	101,960	-25,020
202100392	R045364	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,830	99,060	-24,770
202100393	R045349	HOMESTEAD HOUSING LLC	MMAST	Adjust	126,870	102,990	-23,880
202100394	R030954	TSC FOREST LANE LLC	MMAST	Deny	2,505,330	2,505,330	0
202100395	R045350	HOMESTEAD HOUSING LLC	MMAST	Adjust	127,350	103,490	-23,860
202100396	R045351	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,810	99,060	-24,750
202100397	R045223	ADAMS JOY E	BBLACKETT	Adjust	404,610	391,190	-13,420
202100398	R045352	HOMESTEAD HOUSING LLC	MMAST	Adjust	126,580	101,960	-24,620
202100399	R045353	HOMESTEAD HOUSING LLC	MMAST	Adjust	123,810	99,060	-24,750
202100400	R007894	DIERKS CAMERON	CNUTGRASS	Adjust	773,650	601,780	-171,870
202100401	R005511	MOUNTAINVIEW II LLC	ACOHEN	Deny	684,830	684,830	0
202100402	R040580	KNOLL MICHAEL J	MMAST	Adjust	2,195,890	1,929,240	-266,650
202100403	R013064	BURR FAMILY PARTNERSHIP	CNUTGRASS	Deny	88,050	88,050	0
202100404	R013062	BURR FAMILY PARTNERSHIP	CNUTGRASS	Deny	365,660	365,660	0
202100405	R013059	BURR FAMILY PARTNERSHIP	CNUTGRASS	Deny	55,440	55,440	0
202100406	R071450	DOLORES WAY 104 LLC	CNUTGRASS	Deny	866,110	866,110	0
202100407	R005518	BURR MARTHA JO	ACOHEN	Deny	556,810	556,810	0
202100408	R030557	RITZ ALEXANDER MATTES	CMCDONALD	Adjust	888,390	820,800	-67,590
202100410	R004180	DOLORES WAY 104 LLC	CNUTGRASS	Deny	7,900	7,900	0
202100411	R033634	HOFFELDER DANIEL J	CNUTGRASS	Deny	17,110	17,110	0
202100412	R014052	WETTSTEIN ALEXANDRA OLIVIA	BBLACKETT	Adjust	712,610	514,070	-198,540
202100413	R071196	HOFFELDER DANIEL J	CNUTGRASS	Deny	47,520	47,520	0
202100414	R031926	REEVES MOLLY M	MMAST	Adjust	225,000	180,000	-45,000
202100415	R004942	CRICHTON JON	MMAST	Deny	1,042,010	1,042,010	0
202100416	R027750	CULLINAN MATTHEW S	CMCDONALD	Deny	1,298,870	1,298,870	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100417	R027747	FORT-A LLC	CMCDONALD	Deny	1,298,870	1,298,870	0
202100418	R013761	HALL JAMIE BENNETT	CNUTGRASS	Deny	284,280	284,280	0
202100419	R015684	CRYSTAL WILDCAT LLC	BBLACKETT	Deny	380,410	380,410	0
202100420	R041409	ST RUTH EMILY WASHBURN	MMAST	Adjust	490,100	462,400	-27,700
202100421	R030009	RAFFERTY COLLEEN S	CMCDONALD	Deny	942,890	942,890	0
202100422	R001305	PARTCH EARL E	BBLACKETT	Adjust	455,230	263,360	-191,870
202100423	R040530	MOORE GORDON T 2018 REVOCABLE TRUST	MMAST	Deny	2,561,610	2,561,610	0
202100424	R002822	KEENE ELIZABETH MOORE RESTATED TRUST	ACOHEN	Adjust	643,740	738,620	94,880
202100426	R003009	IRONS JESSE SCOTT	ACOHEN	Adjust	474,010	409,550	-64,460
202100427	R003010	IRONS JESSE SCOTT	ACOHEN	Adjust	407,410	352,010	-55,400
202100428	R003012	IRONS JESSE SCOTT	ACOHEN	Adjust	478,600	413,510	-65,090
202100429	R003013	IRONS JESSE SCOTT	ACOHEN	Adjust	407,410	352,010	-55,400
202100430	R072508	FAUST JAMES ANTHONY	CMCDONALD	Adjust	1,289,710	1,201,900	-87,810
202100431	R072507	FAUST JAMES ANTHONY	CMCDONALD	Adjust	1,281,740	1,184,230	-97,510
202100432	R032156	PERRAULT LAUREN	MMAST	Adjust	2,861,010	2,327,230	-533,780
202100433	R017795	OLSEN JIM	CNUTGRASS	Adjust	45,000	33,700	-11,300
202100434	R007136	MORGAN GUY H JR	BBLACKETT	Deny	207,530	207,530	0
202100435	R001587	TUNEUP LLC	BBLACKETT	Adjust	436,190	384,610	-51,580
202100436	R041121	MASMJS LLC	CNUTGRASS	Adjust	93,600	57,510	-36,090
202100437	R041122	MASMJS LLC	CNUTGRASS	Adjust	93,600	57,510	-36,090
202100438	R041124	SCHUMACHER MARK A	CNUTGRASS	Adjust	93,600	57,510	-36,090
202100439	R045306	ALMONT SEWAGE HEREAFTER IN TRANSIT PLANT INC	BBLACKETT	Adjust	260,520	250,000	-10,520
202100440	R007644	MASMJS LLC	BBLACKETT	Adjust	3,071,360	3,110,490	39,130
202100441	M033217	MASMJS LLC	CMCDONALD	Adjust	118,160	74,500	-43,660
202100442	M072708	MASMJS LLC	CMCDONALD	Adjust	143,090	90,210	-52,880
202100443	R041123	MASMJS LLC	CNUTGRASS	Adjust	93,600	57,510	-36,090
202100444	R010282	JOHNSON JOAN A	BBLACKETT	Deny	83,290	83,290	0
202100445	R005392	CARTER ROBERT M	MMAST	Deny	806,550	806,550	0
202100446	R027281	BROWN JANELLE MILITZA	MMAST	Adjust	614,750	433,470	-181,280
202100448	R012364	NIX FAMILY TRUST	CNUTGRASS	Adjust	179,480	136,040	-43,440
202100450	R001881	DORN RICHARD A	BBLACKETT	Deny	482,950	482,950	0
202100451	R013719	ALTUM TERRAM LLC	CNUTGRASS	Deny	329,080	329,080	0
202100452	R071646	LANDI RALPH	ACOHEN	Adjust	582,930	555,170	-27,760
202100453	R013891	MARBLE MOUNTAIN RANCH LLC	CNUTGRASS	Deny	9,000	9,000	0
202100454	R013931	MARBLE MOUNTAIN RANCH LLC	CNUTGRASS	Deny	9,000	9,000	0
202100455	R013813	MARBLE MOUNTAIN RANCH LLC	CNUTGRASS	Deny	9,000	9,000	0
202100456	R031840	GOOD KENNETH M JR	CNUTGRASS	Deny	1,198,830	1,198,830	0
202100457	R045460	MARBLE VALLEY PRESERVATION LLC	CNUTGRASS	Deny	88,560	88,560	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100458	R007933	DECKERT RICHARD W	CNUTGRASS	Deny	147,370	147,370	0
202100459	R017169	ENO PATRICK D	CNUTGRASS	Deny	283,330	283,330	0
202100461	R043708	INDOVINO JAY LOUIS	CMCDONALD	Adjust	1,352,620	1,084,350	-268,270
202100463	R003514	J AND K HOLDINGS LLC	BBLACKETT	Deny	2,604,450	2,604,450	0
202100465	R009319	BIG HORN RANCH LLC	BBLACKETT	Adjust	629,270	529,100	-100,170
202100466	R003870	BROWN DENNIS R	CNUTGRASS	Deny	193,460	193,460	0
202100467	R045224	PICKERING ROBERT E JR	BBLACKETT	Deny	371,530	371,530	0
202100468	R045041	KNOWLES JULIA LYNNE	CNUTGRASS	Adjust	418,590	510	-418,080
202100469	R011483	WOOSTER ROBERT ARTHUR	CMCDONALD	Deny	50,090	50,090	0
202100470	R032544	MESSAMER HEATHER A	MMAST	Deny	947,010	947,010	0
202100471	R003863	BROWN DENNIS	CNUTGRASS	Deny	13,750	13,750	0
202100472	R045040	WYMAN BETH ANN	CNUTGRASS	Adjust	250,590	290	-250,300
202100473	R030278	MEADOWS KEVIN	MMAST	Deny	1,635,170	1,635,170	0
202100474	R032150	MOORE W WINFRED II IRREVOCABLE TRUST	MMAST	Adjust	2,548,180	2,253,140	-295,040
202100475	R041113	HENKEL JAMES E	CMCDONALD	Deny	2,337,690	2,337,690	0
202100476	R009405	ALLEN TIMOTHY TRUST	CNUTGRASS	Adjust	763,250	584,900	-178,350
202100477	R072454	RVH REAL ESTATE OPPORTUNITY FUND LLC	BBLACKETT	Deny	130,410	130,410	0
202100478	R003120	CAHIR MATTHEW J	CMCDONALD	Adjust	1,065,450	955,220	-110,230
202100479	R015202	MAMMOTH VIEW PROPERTIES LLC	MMAST	Deny	146,330	146,330	0
202100480	R007668	ALLAN BETSY	CNUTGRASS	Adjust	435,700	348,910	-86,790
202100481	R010306	JACK THOMAS	BBLACKETT	Deny	870,470	870,470	0
202100483	R003316	BETTER TO SKI LLC	BBLACKETT	Adjust	1,067,350	845,160	-222,190
202100484	R015189	HARWELL DEREK H	MMAST	Deny	642,250	642,250	0
202100485	R015264	HENDERSON BRETT	MMAST	Deny	819,860	819,860	0
202100486	R005945	CROSS ROSALIND	ACOHEN	Adjust	1,028,340	791,030	-237,310
202100487	R043097	DOBIAS SCOTT	ACOHEN	Deny	166,690	166,690	0
202100488	R013988	DAILY JOHN C	CNUTGRASS	Deny	9,000	9,000	0
202100489	R013989	DAILY JOHN C	CNUTGRASS	Deny	10,750	10,750	0
202100490	R032099	CB MAJESTIC PROPERTIES LLC	BBLACKETT	Deny	1,183,200	1,183,200	0
202100491	R043608	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	596,350	479,360	-116,990
202100492	R033900	CB MAJESTIC PROPERTIES LLC	BBLACKETT	Deny	238,600	238,600	0
202100493	R033901	CB MAJESTIC PROPERTIES LLC	BBLACKETT	Deny	165,760	165,760	0
202100495	R033163	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	418,260	368,700	-49,560
202100496	R033906	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	450,260	398,190	-52,070
202100497	R026959	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	450,260	387,270	-62,990
202100498	R003450	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	454,110	401,030	-53,080
202100499	R033898	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	418,260	367,800	-50,460
202100500	R033899	CB MAJESTIC PROPERTIES LLC	ACOHEN	Adjust	452,830	400,180	-52,650

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100502	R031953	GUZZETTA DON R	MMAST	Deny	1,433,870	1,433,870	0
202100503	R040209	HOE BARBARA	ACOHEN	Adjust	775,180	669,470	-105,710
202100505	R010281	GILMORE JEAN LOUISE	BBLACKETT	Deny	94,680	94,680	0
202100507	R044710	BOXER F2 LP	BBLACKETT	Deny	2,099,780	2,099,780	0
202100508	R014536	GOLD N GREEN AT CIMARRON LLC	CNUTGRASS	Deny	3,132,400	3,132,400	0
202100509	R014788	GOLD N GREEN AT CIMARRON LLC	CNUTGRASS	Adjust	71,430	71,430	0
202100510	R005503	KROLL CHARLES LINDSEY	ACOHEN	Deny	659,640	659,640	0
202100511	R005510	KROLL FAMILY TRUST	ACOHEN	Deny	684,830	684,830	0
202100512	R042283	DAPUZZO DOUGLAS C	MMAST	Adjust	532,000	462,600	-69,400
202100513	R042279	DAPUZZO JUNE W AS CUSTODIAN FOR	MMAST	Adjust	532,000	462,600	-69,400
202100514	R044703	BOXER F2 LP	BBLACKETT	Deny	1,695,530	1,695,530	0
202100515	R044706	BOXER F2 LP	BBLACKETT	Adjust	1,143,470	1,055,940	-87,530
202100516	R015861	REFKA LAURA	CNUTGRASS	Deny	69,090	69,090	0
202100517	R044709	BOXER F2 LP	BBLACKETT	Deny	1,095,220	1,095,220	0
202100518	R044715	BOXER F2 LP	BBLACKETT	Deny	1,090,170	1,090,170	0
202100519	R044711	BOXER F2 LP	BBLACKETT	Deny	998,450	998,450	0
202100520	R044701	BOXER F2 LP	BBLACKETT	Adjust	987,480	903,830	-83,650
202100521	R007874	DINSMORE BRUCE E TRUST	CNUTGRASS	Adjust	548,150	431,370	-116,780
202100522	R044717	BOXER F2 LP	BBLACKETT	Adjust	743,290	563,200	-180,090
202100523	R044699	BOXER F2 LP	BBLACKETT	Adjust	660,870	575,640	-85,230
202100524	R044698	BOXER F2 LP	BBLACKETT	Adjust	657,950	572,460	-85,490
202100526	R044707	BOXER F2 LP	BBLACKETT	Adjust	645,310	516,500	-128,810
202100527	R044704	BOXER F2 LP	BBLACKETT	Adjust	618,100	503,210	-114,890
202100528	R044705	BOXER F2 LP	BBLACKETT	Deny	509,050	509,050	0
202100529	R044708	BOXER F2 LP	BBLACKETT	Deny	505,370	505,370	0
202100530	R044714	BOXER F2 LP	BBLACKETT	Deny	497,510	497,510	0
202100532	R044713	BOXER F2 LP	BBLACKETT	Deny	314,610	314,610	0
202100533	R044702	BOXER F2 LP	BBLACKETT	Deny	247,100	247,100	0
202100534	R044716	BOXER F2 LP	BBLACKETT	Deny	208,990	208,990	0
202100535	R044712	BOXER F2 LP	BBLACKETT	Deny	168,430	168,430	0
202100536	R044940	BOXER F2 LP	BBLACKETT	Deny	71,810	71,810	0
202100537	R044805	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202100538	R044864	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202100539	R044923	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202100540	R044965	BOXER F2 LP	BBLACKETT	Deny	38,060	38,060	0
202100541	R044733	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202100542	R044751	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202100543	R044780	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100544	R044839	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202100545	R044898	BOXER F2 LP	BBLACKETT	Deny	36,490	36,490	0
202100546	R044794	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202100547	R044853	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202100548	R032307	MILLER MELANIE	MMAST	Deny	1,252,990	1,252,990	0
202100549	R044912	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202100550	R044954	BOXER F2 LP	BBLACKETT	Deny	34,700	34,700	0
202100551	R044720	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100552	R044721	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100553	R044738	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100554	R003277	SEELEY KATHRYN R	CMCDONALD	Adjust	838,300	745,930	-92,370
202100555	R001521	CWC HOLDINGS LLC	BBLACKETT	Deny	805,310	805,310	0
202100556	R044739	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100557	R044761	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100558	R044762	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100559	R044767	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100560	R044768	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100561	R044820	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100562	R044821	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100563	R044826	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100564	R044827	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100565	R044879	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100566	R044880	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100567	R044885	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100568	R044886	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100569	R033517	PALADINO-WOOLF FAMILY TRUST	MMAST	Adjust	1,757,550	1,184,940	-572,610
202100570	R044938	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100571	R044939	BOXER F2 LP	BBLACKETT	Deny	34,470	34,470	0
202100572	R044806	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202100573	R072826	L & D RANCHES LLC	MMAST	Deny	510,250	510,250	0
202100574	R044865	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202100575	R003310	SYSTERS INC	ACOHEN	Adjust	943,740	743,750	-199,990
202100576	R044924	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202100577	R044966	BOXER F2 LP	BBLACKETT	Deny	33,360	33,360	0
202100578	R072818	L & D RANCHES LLC	MMAST	Deny	510,250	510,250	0
202100579	R044718	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100580	R072825	L & D RANCHES LLC	MMAST	Deny	510,250	510,250	0
202100581	R044719	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100582	R072822	LACY CONSTRUCTION COMPANY LTD	MMAST	Deny	510,250	510,250	0
202100583	R042070	CORSON DAN W	ACOHEN	Adjust	277,280	261,880	-15,400
202100584	R072823	LACY CONSTRUCTION COMPANY LTD	MMAST	Deny	510,250	510,250	0
202100585	R044736	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100586	R044737	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100587	R072824	LACY CONSTRUCTION COMPANY LTD	MMAST	Deny	510,250	510,250	0
202100588	R044763	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100589	R007731	SORENSEN RANDALL R	CNUTGRASS	Adjust	178,190	122,140	-56,050
202100590	R072817	L & D RANCHES LLC	MMAST	Deny	510,250	510,250	0
202100591	R044764	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100592	R044765	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100593	R044822	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100594	R044823	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100595	R007579	THOMPSON JAMES H	CNUTGRASS	Adjust	554,110	421,400	-132,710
202100596	R044824	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100597	R003353	ELK AVENUE PARTNERS LLC	BBLACKETT	Deny	2,486,100	2,486,100	0
202100598	R044825	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100599	R044881	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100600	R013208	ALBRIGHT LIVING TRUST	MMAST	Adjust	870,960	836,360	-34,600
202100601	R044882	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100602	R044883	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100603	R044884	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202100604	R008140	RIGGLEMAN CAROL ANN H	CNUTGRASS	Adjust	228,270	188,300	-39,970
202100605	R044795	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202100606	R015562	INGHAM JOHN S JR TRUST NO 1	MMAST	Adjust	1,574,030	1,546,030	-28,000
202100607	R032153	SWEETRA SUSAN E	MMAST	Adjust	1,471,290	1,187,460	-283,830
202100608	R013786	MINOR ROBERT	CNUTGRASS	Deny	450,800	450,800	0
202100609	R044854	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202100610	R044913	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202100611	R044955	BOXER F2 LP	BBLACKETT	Deny	21,310	21,310	0
202100612	R044722	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100613	R013679	WILMOT ANTHONY	CNUTGRASS	Adjust	118,240	20,770	-97,470
202100614	R044723	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100615	R025009	CAGAN JEFFREY	CNUTGRASS	Deny	74,220	74,220	0
202100616	R044724	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100617	R003509	ELK AVENUE PARTNERS LLC	BBLACKETT	Deny	3,358,380	3,358,380	0
202100618	R025008	CAGAN JEFFREY	CNUTGRASS	Deny	70,180	70,180	0
202100619	R025006	CAGAN JEFFREY	CNUTGRASS	Deny	105,150	105,150	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100620	R005336	LUECKEMEYER EDWARD	MMAST	Adjust	900,530	584,000	-316,530
202100621	R003216	COAL CREEK INVESTMENTS LLC	BBLACKETT	Deny	1,191,740	1,191,740	0
202100622	R007856	LAND MIND LLC	CNUTGRASS	Deny	42,090	42,090	0
202100623	R044725	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100624	R003169	ELK AVENUE PARTNERS LLC	BBLACKETT	Deny	2,074,940	2,074,940	0
202100625	R030109	MCFADDEN SAMUEL W TRUST 2006 THE	ACOHEN	Deny	612,490	612,490	0
202100626	R003352	ELK AVENUE PARTNERS LLC	BBLACKETT	Deny	2,956,300	2,956,300	0
202100627	R012335	KELLY JOSEPH	CNUTGRASS	Adjust	374,950	228,860	-146,090
202100628	M031143	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	60,100	26,000	-34,100
202100629	R033507	COBB CAROL LYNN	MMAST	Deny	300,000	300,000	0
202100630	R030078	CHARTRAND PAUL	MMAST	Deny	2,353,220	2,353,220	0
202100631	R003354	ELK AVENUE PARTNERS LLC	BBLACKETT	Deny	2,950,870	2,950,870	0
202100632	M031144	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	60,100	26,000	-34,100
202100633	R072247	LINK LLC	BBLACKETT	Deny	463,270	463,270	0
202100634	M031145	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	60,100	26,000	-34,100
202100635	M031146	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	60,100	26,000	-34,100
202100636	R030395	SILVERBERG IAN	MMAST	Adjust	246,960	235,200	-11,760
202100637	M030813	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100638	R017600	MOORE JAMES RODERICK	ACOHEN	Adjust	194,410	174,970	-19,440
202100639	M030812	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100640	M030811	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100641	R040017	KOPITZ UNGER FAMILY TRUST	MMAST	Deny	2,199,630	2,199,630	0
202100642	M030810	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100643	R003053	LUND GERALD R	CMCDONALD	Deny	1,170,290	1,170,290	0
202100644	M030809	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100645	M030808	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	66,830	28,910	-37,920
202100646	M033188	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	61,000	26,390	-34,610
202100647	R043160	APPLETON ELIZABETH P	MMAST	Adjust	409,580	391,600	-17,980
202100648	M031142	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	58,310	25,220	-33,090
202100649	R026610	RICHARDSON GALE N	CNUTGRASS	Deny	295,520	295,520	0
202100650	M033190	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	61,000	26,390	-34,610
202100651	R009662	TODD DOUGLAS	BBLACKETT	Adjust	441,830	439,230	-2,600
202100652	R008856	BROWN ALBERT J	CNUTGRASS	Deny	252,840	252,840	0
202100653	M031141	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	58,310	25,220	-33,090
202100654	M033191	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	61,000	26,390	-34,610
202100655	M031606	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Deny	33,460	33,460	0
202100656	M031607	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Deny	33,460	33,460	0
202100657	M031608	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Deny	33,460	33,460	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100658	M031609	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Deny	33,460	33,460	0
202100659	M031610	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100662	R014414	CHURCHILL WAHLBRINK FAMILY TRUST	CNUTGRASS	Deny	19,800	19,800	0
202100663	R041565	PLAZA AT WOODCREEK UNIT 35	ACOHEN	Adjust	628,890	619,360	-9,530
202100664	R015561	HINES BRIAN	MMAST	Adjust	1,921,170	1,893,170	-28,000
202100665	R012691	DOWNING RYAN PHILIP	MMAST	Deny	1,104,970	1,104,970	0
202100666	R044070	GUNNISON WOLF QOF LLC	BBLACKETT	Deny	794,280	794,280	0
202100667	R002059	MANNING GARNET L	BBLACKETT	Deny	598,700	598,700	0
202100668	R040060	BRICK HEADS LLC	ACOHEN	Adjust	319,830	282,850	-36,980
202100669	R027263	TRUETTNER WALTER JAMES III	MMAST	Deny	4,321,170	4,321,170	0
202100670	R072717	BT-OH LLC	BBLACKETT	Deny	750,260	750,260	0
202100671	R044726	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100672	R044727	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100673	R044728	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100674	R044729	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100675	R044730	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100676	R044731	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100677	R005496	ALLEN EDWARD P	ACOHEN	Deny	426,740	426,740	0
202100678	R044732	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100679	R044734	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100680	R044735	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100681	R044740	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100682	R044741	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100683	R044742	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100684	R044743	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100685	R044744	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100686	R044745	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100687	R044746	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100688	R044747	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100689	R044748	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100690	R044749	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100691	R044750	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100692	R044752	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100693	R044753	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100694	R044754	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100695	R044755	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100696	R044756	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100697	R044757	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100698	R044758	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100699	R044759	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100700	R044760	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100701	R044769	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100702	R044770	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100703	R044771	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100704	R044772	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100705	R044773	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100706	R044774	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100707	R044775	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100708	R044776	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100709	R044777	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100710	R044778	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100711	R044779	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100712	R044781	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100713	R044782	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100714	R044783	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100715	R044785	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100716	R044786	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100717	R044787	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100718	R044788	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100719	R044789	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100720	R044790	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100721	R044791	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100722	R044793	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100723	R044797	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100724	R044798	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100725	R044799	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100726	R044800	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100727	R044801	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100728	R044802	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100729	R044803	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100730	M031612	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100731	R044807	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100732	M031613	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100733	R044808	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100734	R044809	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100735	R044810	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100736	M031614	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100737	R044811	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100738	R012783	SZURGOT TIMOTHY D	MMAST	Adjust	936,780	865,740	-71,040
202100739	R044812	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100741	R044813	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100742	R044814	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100743	M033192	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	61,000	26,390	-34,610
202100744	R044815	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100745	M033148	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100746	R044816	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100747	M033149	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100748	R044817	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100749	R003223	BALLARD STEPHANIE	CMCDONALD	Adjust	1,549,380	821,880	-727,500
202100750	R044818	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100751	M033150	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100752	R044819	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100753	R044828	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100754	R044829	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100755	R044830	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100756	M033151	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100757	R044831	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100758	M033152	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100759	R044832	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100760	R041046	WAGSTAFF AIMEE H	CMCDONALD	Deny	3,602,880	3,602,880	0
202100761	M033153	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100762	R044833	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100763	R044834	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100764	M033154	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590
202100765	R044835	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100766	R044836	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100767	R002996	GORMAN DOUGLAS B	BBLACKETT	Deny	232,780	232,780	0
202100768	R044837	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100769	R044838	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100770	R002995	GORMAN DOUGLAS B	BBLACKETT	Deny	97,960	97,960	0
202100771	R044840	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100772	R044841	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100773	R044842	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100774	M071573	BLUE MESA RECREATIONAL RANCH	CMCDONALD	Adjust	59,200	25,610	-33,590

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100775	R044844	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100777	R044845	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100778	R002994	GORMAN DOUGLAS B	BBLACKETT	Deny	119,990	119,990	0
202100779	R044846	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100780	R044847	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100781	R002993	GORMAN DOUGLAS B	BBLACKETT	Deny	215,340	215,340	0
202100782	R044848	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100783	R044849	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100784	R044850	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100785	R015358	OWEN CB SOUTH LLC	MMAST	Deny	125,000	125,000	0
202100786	R044852	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100787	R044856	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100789	M033193	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	57,560	24,900	-32,660
202100790	M033194	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	57,560	24,900	-32,660
202100791	R044857	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100792	M033195	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	57,560	24,900	-32,660
202100793	R044858	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100794	R045412	OWEN CB SOUTH LLC	MMAST	Adjust	100,000	90,000	-10,000
202100795	R044859	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100796	M033196	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	57,560	24,900	-32,660
202100797	R044861	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100798	R073178	OWEN WHITEROCK LLC	CMCDONALD	Deny	728,200	728,200	0
202100799	M033197	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	57,560	24,900	-32,660
202100800	R044862	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100801	R044866	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100802	M033198	LEHMAN COMMERCIAL PAPER	CMCDONALD	Adjust	62,790	27,160	-35,630
202100803	R073179	WHITEROCK REAL ESTATE INVESTMENTS INC	CMCDONALD	Deny	1,246,480	1,246,480	0
202100804	R009847	SHERWOOD SCOTT D	BBLACKETT	Deny	461,360	461,360	0
202100805	R044867	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100806	R044868	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100807	R042706	POWDERHORN GROUP LLC	MMAST	Deny	240,240	240,240	0
202100808	R044869	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100809	R044870	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100810	R044871	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100811	R044872	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100812	R044873	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100813	R043803	CB ALPINE HAVEN LLC	ACOHEN	Adjust	1,039,030	969,760	-69,270
202100814	R044874	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100815	R044875	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100816	R044876	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100817	R044877	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100818	R003294	BRAUN ALEXA E	CMCDONALD	Deny	1,067,070	1,067,070	0
202100819	R044878	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100820	R044887	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100821	R044888	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100822	R044889	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100823	R044890	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100824	R043792	WEST WALL LODGE TRUST	ACOHEN	Adjust	1,468,020	1,170,160	-297,860
202100825	R044891	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100826	R044892	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100827	R044893	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100828	R044894	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100829	R012070	HOBSON WILLIAM B	CNUTGRASS	Adjust	551,300	333,150	-218,150
202100830	R044895	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100831	R044896	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100832	R044897	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100833	R044899	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100834	R044900	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100835	R044901	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100836	R044903	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100837	R044904	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100838	R044905	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100839	R044906	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100840	R044907	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100841	R044908	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100842	R044909	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100843	R044911	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100844	R044915	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100845	R044916	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100846	R044917	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100847	R044918	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100848	R044919	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100849	R044920	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100850	R044921	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100851	R044925	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100852	R044926	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100853	R044927	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100854	R044928	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100855	R044929	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100856	R044930	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100857	R044931	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100858	R044932	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100859	R044933	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100860	R044934	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100861	R044935	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100862	R044936	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100863	R044937	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100864	R044941	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100865	R044943	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100866	R044945	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100867	R044946	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100868	R044947	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100869	R044948	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100870	R044949	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100871	R044950	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100872	R044951	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100873	R044953	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100874	R044957	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100875	R044958	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100876	R044959	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100877	R044960	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100878	R044961	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100879	R044962	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100880	R044963	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100881	R044967	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100882	R044968	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100883	R044969	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100884	R044970	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100885	R044972	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100886	R030707	LEBON LUCIA	CNUTGRASS	Deny	444,950	444,950	0
202100887	R044973	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100888	R044974	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100889	R044975	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100890	R044976	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100891	R044977	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100892	R044978	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100893	R044979	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202100894	R044784	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100895	R044792	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100896	R044796	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100897	R030470	SAUNDERS GLENN M	CNUTGRASS	Adjust	1,350,070	1,024,110	-325,960
202100898	R044804	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100899	R044843	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100900	R044851	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100901	R044855	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100902	R044863	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100903	R044902	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100904	R044910	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100905	R044914	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100906	R044922	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100907	R044944	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100908	R044952	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100909	R014045	MANUS CONNIE HENDRIX	CNUTGRASS	Deny	674,670	674,670	0
202100910	R044956	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100911	R044964	BOXER F2 LP	BBLACKETT	Deny	17,680	17,680	0
202100912	R040096	RODMAN ROBERT E	MMAST	Adjust	1,110,480	949,000	-161,480
202100913	R041136	WILCOX PHYLLIS T	ACOHEN	Deny	482,480	482,480	0
202100914	R043202	STREAMSIDE REAL ESTATE LTD	MMAST	Deny	984,500	984,500	0
202100915	R028072	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	253,400	253,400	0
202100916	R012559	SCENIC BUTTE PARTNERS LLC	MMAST	Adjust	89,440	83,850	-5,590
202100917	R032195	STEELE CHRISTOPHER C	BBLACKETT	Deny	393,370	393,370	0
202100918	R041146	SCENIC BUTTE PARTNERS LLC	MMAST	Adjust	89,440	83,850	-5,590
202100919	R041147	SCENIC BUTTE PARTNERS LLC	MMAST	Adjust	89,440	83,850	-5,590
202100920	R014136	POLL RUSSELL J	CNUTGRASS	Deny	617,250	617,250	0
202100921	R014139	POLL RUSSELL J	CNUTGRASS	Deny	10,750	10,750	0
202100922	R014138	POLL RUSSELL J	CNUTGRASS	Deny	10,750	10,750	0
202100923	R041148	SCENIC BUTTE PARTNERS LLC	MMAST	Adjust	89,440	83,850	-5,590
202100924	R030353	STARDUST LIVING TRUST	ACOHEN	Adjust	635,480	619,600	-15,880
202100925	R013439	WILDERNESS CABIN LLC THE	CNUTGRASS	Adjust	834,090	782,870	-51,220
202100926	R027345	SOLARI MARC J	CMCDONALD	Adjust	571,320	497,700	-73,620
202100927	R042752	CILLESSEN TRUST	CNUTGRASS	Deny	1,404,470	1,404,470	0
202100928	R003297	BOUCHER CHANNING K	CMCDONALD	Deny	856,460	856,460	0

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100929	R042753	CILLESSEN TRUST	CNUTGRASS	Deny	6,950	6,950	0
202100931	R043223	SC-RJS LLC	MMAST	Adjust	531,700	409,000	-122,700
202100932	R015589	CESARIO FAMILY TRUST	MMAST	Deny	1,886,260	1,886,260	0
202100934	R041538	CARLSON JULIE ANN	ACOHEN	Adjust	882,230	756,630	-125,600
202100935	R040517	SHAFER MIKE R	MMAST	Deny	2,256,280	2,256,280	0
202100936	R071814	HARPER MELINDA E	MMAST	Adjust	896,290	813,580	-82,710
202100937	R005499	CROW STUART M C/O TRAMMELL CROW CO	ACOHEN	Deny	426,740	426,740	0
202100938	R031547	MEIER ROSE THERESE	MMAST	Deny	876,440	876,440	0
202100939	R003070	MARTINDELL JANE	CMCDONALD	Deny	1,099,110	1,099,110	0
202100940	R032557	BROWN RISA B	MMAST	Deny	1,618,210	1,618,210	0
202100941	R009334	WESTDYKE JESSE D	CNUTGRASS	Deny	293,400	293,400	0
202100942	R011527	CHARVOZ LARRY PAUL	CNUTGRASS	Adjust	197,590	165,260	-32,330
202100943	R005387	HERRMANN DAVID S	MMAST	Adjust	1,545,780	996,050	-549,730
202100944	R003158	TA CAVENDER PROPERTIES LTD	CMCDONALD	Deny	3,164,280	3,164,280	0
202100945	R031774	ADDISON ROBERT AND ERIN FAMILY TRUST	MMAST	Deny	1,395,830	1,395,830	0
202100946	R005498	BOMER DONALD L	ACOHEN	Deny	426,740	426,740	0
202100947	R010874	BOMER FAMILY LIMITED PARTNERSHIP	ACOHEN	Deny	603,860	603,860	0
202100948	R040146	WHITTAKER REVOCABLE LIVING TRUST	ACOHEN	Adjust	1,354,240	1,241,390	-112,850
202100949	R041944	4J MANAGEMENT CO LLC	ACOHEN	Adjust	1,593,340	1,306,820	-286,520
202100950	R072233	EPPINGER IX LTD	BBLACKETT	Deny	387,830	387,830	0
202100951	R072234	EPPINGER IX LTD	BBLACKETT	Deny	387,830	387,830	0
202100952	R072237	EPPINGER IX LTD	BBLACKETT	Deny	387,830	387,830	0
202100953	R072238	EPPINGER IX LTD	BBLACKETT	Deny	387,830	387,830	0
202100954	R072232	EPPINGER IX LTD	BBLACKETT	Deny	391,080	391,080	0
202100955	R072235	EPPINGER IX LTD	BBLACKETT	Deny	391,080	391,080	0
202100956	R072236	EPPINGER IX LTD	BBLACKETT	Deny	391,080	391,080	0
202100957	R072239	EPPINGER IX LTD	BBLACKETT	Deny	391,080	391,080	0
202100958	M000260	PARTCH EARL	CMCDONALD	Adjust	17,640	730	-16,910
202100959	M000108	PARTCH EARL E	CMCDONALD	Adjust	8,120	1,010	-7,110
202100960	R005519	SAIED V C	ACOHEN	Deny	575,320	575,320	0
202100961	R030022	DURAN ANTHONY R	BBLACKETT	Deny	419,860	419,860	0
202100962	R003697	DURAN ANTHONY	CNUTGRASS	Deny	43,320	43,320	0
202100963	R002406	DURAN ANTHONY R	BBLACKETT	Deny	303,360	303,360	0
202100964	R003150	SHERMAN STREET HOLDINGS LLC	BBLACKETT	Deny	945,940	945,940	0
202100966	R015335	NELSON ERIC JR	ACOHEN	Deny	248,660	248,660	0
202100967	R041470	RADNEY TERRY L	MMAST	Adjust	2,016,450	1,777,590	-238,860
202100969	R071036	BARZ KIM D	BBLACKETT	Deny	238,750	238,750	0
202100970	R008886	WILLIAMS CHRISTOPHER S	CNUTGRASS	Adjust	719,490	541,570	-177,920

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202100972	R025015	HAAS HOLLEY D	ACOHEN	Adjust	787,700	393,850	-393,850
202100973	R040763	SWAN REAL ESTATE MANAGEMENT LP	CNUTGRASS	Deny	2,020,020	2,020,020	0
202100974	R031817	ALJETS CODIE	BBLACKETT	Deny	589,760	589,760	0
202100975	R043712	JOHNSTON ALYSSE L	CNUTGRASS	Adjust	124,430	69,640	-54,790
202100976	R031526	BATCHELOR CRAIG L REVOCABLE TRUST	MMAST	Deny	1,853,690	1,853,690	0
202100977	R026698	HILL ANN C	CMCDONALD	Adjust	2,227,810	1,984,500	-243,310
202100978	R005555	MCCLEARY CHRISTINE B	ACOHEN	Adjust	291,660	233,330	-58,330
202100979	R043711	JOHNSTON ALYSSE L	CNUTGRASS	Adjust	442,300	418,610	-23,690
202100980	R072157	CORLEY WILLIAM ROBERT II	CNUTGRASS	Deny	736,520	736,520	0
202100982	R042507	DYAR DUSTIN P	MMAST	Adjust	120,620	109,650	-10,970
202100983	R042832	DYAR ANNIE	MMAST	Adjust	1,007,550	928,630	-78,920
202100984	R007165	OWEN SHERON M JELINEK LIVING TRUST	CNUTGRASS	Adjust	127,520	43,340	-84,180
202100985	R044994	OWEN SHERON M JELINEK LIVING TRUST	CNUTGRASS	Adjust	63,800	36,650	-27,150
202100986	R003716	OWEN SHERON M JELINEK LIVING TRUST	CNUTGRASS	Deny	118,730	118,730	0
202100988	R012893	JORDAN ERIC W	CNUTGRASS	Deny	185,500	185,500	0
202100989	R031266	HOVANEC PETER J	MMAST	Deny	944,980	944,980	0
202100990	R025574	WALTON MARTHA G	ACOHEN	Deny	975,510	975,510	0
202100991	R027188	HOVANEC PETER J	MMAST	Deny	475,600	475,600	0
202100992	R072182	TAYLOR MARK C	CNUTGRASS	Deny	245,210	245,210	0
202100993	R013142	ANDERSON JORDAN	MMAST	Adjust	927,320	779,650	-147,670
202100994	R041554	DETHLOFF MARGARET D	MMAST	Deny	916,240	916,240	0
202100995	R012935	JUSTICE LODE LLC	CNUTGRASS	Deny	11,970	11,970	0
202100996	R012925	JUSTICE LODE LLC	CNUTGRASS	Deny	19,880	19,880	0
202100997	R012934	JUSTICE LODE LLC	CNUTGRASS	Deny	13,690	13,690	0
202100998	R012931	RUBY PEAK LLC	CNUTGRASS	Deny	73,380	73,380	0
202100999	R043057	SORELL REAGAN	ACOHEN	Deny	163,810	163,810	0
202101000	R043059	SORELL REAGAN	ACOHEN	Deny	160,200	160,200	0
202101002	R002968	BLUHAUS LLC	ACOHEN	Adjust	785,280	678,200	-107,080
202101003	R002969	BLUHAUS LLC	ACOHEN	Adjust	691,750	597,420	-94,330
202101004	R033514	MATTHEWS DICK	MMAST	Adjust	1,462,330	986,050	-476,280
202101005	R043576	BERE BOB	MMAST	Adjust	1,192,090	958,120	-233,970
202101006	R004995	REEVES BETH E	MMAST	Adjust	482,130	479,790	-2,340
202101007	R003468	GOTHIC AVE JOINT VENTURE	CMCDONALD	Deny	1,132,510	1,132,510	0
202101008	R002077	SAFEWAY STORES INC	BBLACKETT	Adjust	2,524,720	2,168,140	-356,580
202101010	R027640	GILLIS RUSSELL E	CNUTGRASS	Deny	727,160	727,160	0
202101012	P073612	SAN JUAN STRAINS INC	VHILDRETH	Adjust	11,340	8,200	-3,140
202101013	P073332	SG INTERESTS I LTD	VHILDRETH	Adjust	103,470	102,240	-1,230
202101014	P073333	SG INTERESTS I LTD	VHILDRETH	Adjust	58,200	57,510	-690

2021 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202101015	P073708	SG INTERESTS I LTD	VHILDRETH	Adjust	11,093,830	6,706,650	-4,387,180
202101016	P073336	SG INTERESTS I LTD	VHILDRETH	Adjust	1,058,180	1,058,910	730
202101017	P073337	SG INTERESTS I LTD	VHILDRETH	Adjust	196,490	201,350	4,860
202101018	P073334	SG INTERESTS I LTD	VHILDRETH	Adjust	124,800	121,280	-3,520
202101019	P073335	SG INTERESTS I LTD	VHILDRETH	Adjust	249,610	242,550	-7,060
202101020	P053580	DIVIDE CREEK GATHERING SYSTEM LLC	VHILDRETH	Adjust	3,660,510	3,629,540	-30,970
202101021	P053581	DIVIDE CREEK GATHERING SYSTEM LLC	VHILDRETH	Adjust	2,627,680	2,605,440	-22,240
202101022	P070447	DIVIDE CREEK GATHERING SYSTEM LLC	VHILDRETH	Adjust	1,572,050	1,558,740	-13,310
202101023	P027525	WALMART PROPERTY TAX DEPARTMENT	VHILDRETH	Adjust	630,330	630,240	-90
202101024	P073212	BUCKEL FAMILY WINE	VHILDRETH	Adjust	152,780	94,710	-58,070
202101025	P050061	MOUNTAIN COAL COMPANY LLC	VHILDRETH	Adjust	36,912,080	31,924,100	-4,987,980
202101026	R044766	BOXER F2 LP	BBLACKETT	Deny	31,880	31,880	0
202101027	R044860	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0
202101028	R044942	BOXER F2 LP	BBLACKETT	Deny	19,160	19,160	0