1 - Agenda, April 5, 2022 BOCC Regular Meeting

2 - Scheduling, April 5-May 10, 2022

3a - January 18, 2022 Regular Meeting Minutes

3b - February 1, 2022 Regular Meeting Minutes

3c - February 22, 2022 Special Meeting Minutes

3d - March 1, 2022 Regular Meeting Minutes

3e - March 3, 2022 Special Meeting Minutes

3f - March 22, 2022 Special Meeting Minutes

4 - consent 1, Professional Svcs Agreement, Sheriffs Office and GVH, inmate health

4 - consent 2, RMHF grant award for CO Div of Veterans Affairs

4 - consent 3, Lease Agreement, Bishop of Pueblo, for CB election site

4 - consent 4, Agreement with CDPHE, HHS compliance for ARPA

4 - consent 5, Grant Application to HCPF for HHS , implement rule chgs

4 - consent 6, Ack of CM Signature, RMHF grant award for GCSAPP

4 - consent 7, CM SIGNED,Gunnison Co Quote, Governmentjobs.comNEOGOV

4 - consent 8, DOLA IHOP Grant and Amendment no 1 to sign

4 - consent 9, Professional Svcs Agreement, Mark Weidhaas for Magic Show, ECC conference

4 - consent 10, Ack of CM Signa, El Pomar Foundation Grant

4 - consent 11, Intergovernmental Contract Amdmt no1, ECC, for accounting

4 - consent 12, AXON purchase agreement, Sheriff's Office

4 - consent 13, SOW CDPHE, for HHS OPHP, for public health_environmental workforce

4 - consent 14, Approval by CM for Town of CB Grant Application

4 - consent 15, Approval by CM for CDHS grant application for ECC funding

4 - consent 16, Employment Agreement, Alex San Filippo-Rosser

4 - consent 17, Employee Medical Benefits Plan Amendment no2

4 - consent 18, Master Task Order 23 FAA 00023, HHS, 5-year contract

4 - consent 19, Modifi of Grant Agreement, WRNF FS Protection Officer, Funding Allotment

4 - consent 20 - Sublease Agreement, Gunnison Funeral Services LLC, for coronor office

4 - consent 21, Bipartisan Infrastructure Law Grant Application, Airport Terminal

4 - consent 22, Ack CM Sig - Power Screen Rental Contract for tree grinder at Landfill

4 - consent 23, Approval for HRSA Grant Application_Juv Svcs, GCC BHCS

5a - Road Maintenance Agreement with BLM

5b - Cooperative Forest Road Agreemnet, USADA FS, GMUG

5c - Kuisle Street Vacation, Resolution Vacating a Certain Portion of Laurel St, Tincup, CO

6 - 138 Elk Valley Townhomes plat

7 - MOU with Town of CB, for Whetstone utilities capabilities assessment

8 - Resolution Amending 2018-30, Dog Control

9 - Revision Approval, GBSGSC Organization Guidelines

12 - Nov 8, 2022 Coordinated Election form

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, April 5, 2022**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am

- Call to Order; Agenda Review
- Scheduling
- Minutes Approval:
  1. January 18 2022 Regular Meeting
  2. February 1, 2022 Regular Meeting
  3. February 22, 2022 Special Meeting
  4. March 1, 2022 Regular Meeting
  5. March 8, 2022 Special Meeting
  6. March 22, 2022 Special Meeting
- 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. Professional Services Agreement; Gunnison County Sheriff's Office; Gunnison Valley Health; for Inmate Health Care at the Gunnison County Detention Center; Eff. Date 3/15/2022 - 12/31/2022, yearly thereafter; up to $10,000 per year
  2. Simple Gifts Grant Award; Rocky Mountain Health Foundation; Colorado Division of Veterans Affairs, Gunnison County; one-year grant; $10,000
  3. Lease Agreement; Bishop of Pueblo; on behalf of Gunnison County Clerk and Recorder; for use of Queen of All Saints Parish Hall during 2022 Primary and General Elections; 6/23-6/25, 6/27-6/29, 11/2-11/5, and 11/7-11/09/2022; $1,200
  4. Agreement with Subrecipient of Federal Recovery Funds; Colorado Department of Public Health and Environment (CDPHE); Health and Human Services; for confirmation of adherence to Federal Provisions of the American Rescue Plan Act (ARPA) Local Support and Planning funds (Coronavirus State and Local Fiscal Recovery Funds); 7/01/2021 to 6/20/2022
  5. Grant Application Approval; FY 2021-22 County Grant Program Application; Colorado Department of Health Care Policy and Financing (HCPF); Health and Human Services; to Implement new County Administration Procedures and Policies; Funding to be expended no later than June 30, 2022; $17,782
  6. Acknowledgment of County Manager's signature; Simple Gifts Grant Award; Rocky Mountain Health Foundation; Gunnison County Substance Abuse Prevention Project (GCSAPP); one-year grant; $9,000
  7. Acknowledgement of County Manager's Signature; NEOGOV Services Agreement; Human Resources; for Governmentjobs.com Recruitment Services; 3-year contract; Year 1: $1,715.40, Year 2: $1,963.18, Year 3: $2,022.00
  8. Department of Local Affairs IHOP Grant and Amendment #1; Community Development; for Land Use Resolution Housing Revisions; 2/25/2022 to 9/30/2023; Initial Grant $48,750 + Amendment #1 $101,250 = $150,000 total grant award
  9. Professional Services Agreement; Mark Weidhaas, Inspector Magic; Gunnison-Hinsdale Early Childhood Council; for Performing a Magic Show at the Annual Conference on 4/9/2022; $1,500
  10. Acknowledgement of County Manager's Signature; El Pomar Foundation Regional Merit Grant Award; Health Coalition of the Gunnison Valley; for Behavioral Health Strategic Planning; $10,000
  11. Intergovernmental Contract Amendment #1; CDHS Office of Early Childhood; Early Childhood Council; for accounting encumbrances; 4/07/2021 – 6/30/2022; $13,127
  12. Master Services and Purchasing Agreement; AXON; Gunnison County Sheriff's Office; Body Camera Program; Effective date of signing, 39-month program; $40,515.84

13. Statement of Work; Colorado Department of Public Health and Environment (CDPHE), Office of Public Heath Practice, Planning; Local Partnerships (OPHP), Health and Human Services; to strengthen public health and environment workforce
14. Acknowledgment of County Manager's approval; Town of Crested Butte Grant Application; Gunnison-Hinsdale Early Childhood Council (GHECC); for CB Early Childhood Educator Stipend Program and Tuition Assistance for Families; May 2022 - December 2022; $22,000
15. Acknowledgment of County Manager's approval; Colorado Department of Human Services Grant Application; Gunnison-Hinsdale Early Childhood Council (GHECC); for Early Childhood Council work; July 1, 2022 – June 30, 2023; $108,040
16. Gunnison County Deputy County Attorney Employment Agreement; Alex San Filippo-Rosser; beginning April 5, 2022
17. Employee Medical Benefits Plan, Amendment #2; Group Personal Accident (GPA) yearly compliance review/renewal; Effective date 1/01/2022
18. Master Task Order 23 FAA 00023; Health and Human Services; guidelines for how Local Public Health Agencies (LPHA) contract with each other; July 1, 2022 - June 30, 2027
19. Modification of Grant Agreement; White River National Forest; Forest Service Protection Officer, Directions for Funding Allotment
20. Sublease Amendment Agreement: Gunnison Funeral Services, LLC; Extension of Sublease Agreement dated March 23, 2021; April 1, 2022 - April 1, 2023
21. Approval of Bipartisan Infrastructure Law Grant Application AIG-3-08-0300; Federal Aviation Administration; for the Terminal Rehabilitation Construction Project; FY22 allocation; $1,023,462
22. Acknowledgement of County Manager's Signature; Rental Agreement; Power Screening; for Rental Tree Grinder at the Landfill; Eff Date 4/01/2022, 1 month; $39,000 + transportation costs
23. Approval for Health Resources and Services Administration (HRSA) Grant Application; Department of Juvenile Services; for Gunnison County Consortium (GCC), Behavioral Health Care Services; $2,000,000

- County Manager's Reports

- Deputy County Manager's Reports and Project Updates
  1. Road Maintenance Agreement; Bureau of Land Management, Gunnison Field Office; for Maintenance of BLM roads & Collection of Highway User Tax Funds (HUTF); Effective date of signing; 20-year term
  2. Cooperative Forest Road Agreement; USDA Forest Service – Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forest; for Maintenance of Forest Service roads & Collection of Highway User Tax Funds (HUTF); Effective date of signing; 5-year term
  3. Resolution; Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado

8:55 am • 138 Elk Valley Townhomes Plat; a Re-Subdivision of Lot M1-5, Buckhorn Ranch Filing 2b; LUC-22-00004

9:00 am • Memorandum of Understanding; Town of Crested Butte and Gunnison County; for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities, Whetstone Workforce Housing Development

9:05 am • Resolution; Amending Resolution No. 2018-30 Governing the Control and Licensing of Dogs in Unincorporated Gunnison County, Colorado to Clarify Penalties for Certain Violations

9:10 am • Revision Approval; Gunnison Basin Sage-Grouse Strategic Committee Organization Guidelines

9:20 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.

BREAK

- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b): Conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Colorado General Assembly House Bill 22-1117: An Act Concerning the Use of Revenue from A Local Tax on Lodging
- Possible Executive Session pursuant to C.R.S. 24-6-402(4)(b): Conference with County Attorney or Assistant County Attorney; Attorney-Client Privileged Communication, Discussion and Legal Advice Regarding: (a) Ex Parte Communications in Quasi-Judicial Proceedings; (b) Colorado Open Meeting Law; and (c) Conflicts of Interest
- November 8, 2022 Coordinated Election
- 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/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

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

April 5 – May 10, 2022
As of 3/31/2022

Board of County Commissioners

1. **BOCC Regular Meeting**
   April 5, 2022, All Day @ BOCC Boardroom
   More Details

2. **Mayors & Managers Meeting - Hosted by Mt. Crested Butte**
   April 7, 2022, 12:00 PM - 1:30 PM
   More Details

3. **BOCC Work Session**
   April 12, 2022, All Day @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   April 19, 2022, All Day @ BOCC Boardroom
   More Details

5. **BOCC Work Session**
   April 26, 2022, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting**
   May 3, 2022, All Day @ BOCC Boardroom
   More Details

7. **BOCC Work Session**
   May 10, 2022, All Day @ BOCC Boardroom
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 19, 2022, All Day @ BOCC Boardroom
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: January 18 2022 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review - a draft of the 1/18/2022 BOCC regular meeting minutes.

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: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 18, 2022

The January 18, 2022 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 [REMOTE]
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.

Alcohol Beverage License #15-15264-0000; Red Mountain Liquors Inc dba Red Mountain Liquors; Effective 12/20/2021 - 12/20/2022: **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Alcohol Beverage License #15-15264-0000 for Red Mountain Liquors dba Red Mountain Liquors. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:31 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 8:31 am.

Commissioner Houck thanked staff and his fellow commissioners for their assistance while he had to be away for the last eight days.

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

SCHEDULING: There were no changes needed to the schedule.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the November 2, 2021 Regular Meeting minutes and the December 14, 2021 Special Meeting minutes. Motion carried unanimously.

1. November 2, 2021 Regular Meeting
2. December 14, 2021 Special Meeting

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. Quotation for Vexcel Data Product (VDP); Sanborn Map Company; $40,562.31
2. 2022-2024 Contractual Service Cost Agreement; Vector Disease Control International, LLC; Mosquito Management Services; 1/1/2022 – 12/31/2024; $100,587.66 for 2022, with a 2% annual price increase
3. Acceptance of Appointments; US Department of Agriculture, Forest Service for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Darren Long, Alternate Member Matt Vasquez
4. Acceptance of Appointments; High Country Conservation Advocates for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Sue Navy, Alternate Member Matt Reed
5. Acceptance of Appointments; Colorado Department of Natural Resources, Colorado Parks and Wildlife for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Nathan Seward, Alternate Member Brandon Diamond
6. Acceptance of Appointments; Gunnison County Stockgrowers for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Greg Peterson, Alternate Member Burt Guerrieri
7. US Department of Agriculture, Forest Service Modification #1 to Memorandum of Understanding (MOU) # 21-MU-11020400-061; Grand Mesa Uncompahgre & Gunnison (GMUG) National Forests; Change in Forest Service roles
8. Colorado Department of Transportation; Annual Highway User's Tax Submittal; Certified Mileage as of December 31, 2021
9. Road Maintenance Agreement; Colorado Stone Quarries, Inc.; Maintenance Services in Exchange for Commercial Use of the Marble Quarry Road; 1/1/2022 – 12/31/2026

10. Acknowledgment of County Manager's Signature; Certified Local Government (CLG) Subgrant Application; Gunnison County Historic Preservation Commission; Somerset Survey; $22,000
11. Intergovernmental Agreement to Disburse US Department of Health and Human Services Health Resources and Services Administration (HRSA) Grant Monies to Increase COVID-19 Vaccine Access; 2/1/2022 – 7/30/22; $35,000
12. Gunnison County Assessor Request for Use of the Alternate Protest Period for 2022
13. Master Services Agreement; PayDHealth, LLC; Effective Date thru 3 years thereafter; One-time Charge of $15,000, Case Management Fee of 30% of Alternate Funding Contribution (AFC), $125,000 Max. Fee Charged per Prescription Drug Claim per Plan Participant per Year
14. Ratification of County Manager's Signature; Hospital Services Agreement; Gunnison Valley Hospital; For Healthcare Services to Health Plan Benefits Plan Members; 1/1/2022 – 12/31/2022
15. Letter of Support Request; Western Colorado University; For Economic Development Administration (EDA) Grant Application

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present to give the Board his updates.

1. Broadband Project Grant Match. CM Birnie reminded the Board that last year, they had approved a grant match of $100,000 for a broadband project which would run redundant fiber from Gunnison to Mt. Crested Butte. This grant had not been successful, so Region 10 was now trying for a federal grant through the Economic Development Administration (EDA) and they were requesting a grant match of $100,000, with the application due at the end of January. They were also asking for a letter of support.

   After some discussion by the Board regarding funds available and the scope of the project, it was **moved** by Commissioner Smith, seconded by Chairperson Houck, to commit $100,000 towards the new Broadband Project grant match, and to authorize Commissioner Mason to draft a letter of support for the application, on behalf of the Board, to be presented to the full Board for approval before submission. Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby and Water Treatment Utility Manager Robyn Zimmerman were present in the room for discussion.

1. **Dos Rios Water System; SCADA Computer Security Upgrade.** DCM Crosby explained that this expenditure was a necessary security upgrade and backup for their computer system and software. Utility Manager Zimmerman outlined some of the features of the backup and security improvements, with DMC Crosby adding that it would also allow them to run the water plant remotely. She added that there may well be end-of-year monies for this project and they may not need to do a budget amendment. After a brief discussion, County Attorney Matt Hoyt also recommended a revamped purchase order and contract, but noted that it was well within the delegated authority of the County Manager to sign, and no motion would be needed. The Board approved the project to move forward.

CHANGE TO AGENDA: As they were ahead of time for the 9:00 am public hearing, Chairperson Houck elected to move to the the agenda item, "Appointment to Rural Welcoming Initiative Committee."

APPOINTMENT TO RURAL WELCOMING INITIATIVE COMMITTEE: Commissioner Smith explained that Welcoming America is an organization concerned with location equity and inclusion for local government and communities across the nation. Recently they had selected the City of Gunnison as one of only eleven locations from across the country, to be part of their grant pilot program. Commissioner Smith was excited to see what opportunities were possible for the valley, and let the Board know that the City was putting together a four-person council to interface with Welcoming America, and they had asked Commissioner Smith to be one of the four. She requested approval from the Board for this, and advised that this would mainly be in an advisory capacity only; she did not foresee a voting membership.

Chairperson Houck **moved** to formally appoint Commissioner Liz Smith to the Rural Welcoming Initiative Committee, as the formal representative for Gunnison County. Commissioner Mason seconded, and the motion carried unanimously.

CHANGE TO AGENDA: As they were still slightly ahead of time for the 9:00 am public hearing, Chairperson Houck elected to begin some of the commissioner updates.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended a Gunnison Valley Rural Housing Authority (GVRHA) meeting last Thursday, January 13th. Commissioner Mason explained that the group had focused on working out an update of the executive director evaluation process. They had also discussed a board member retreat to work on strategic planning and goals for community-wide development, communication and messaging, and possible expansion/improvement of the property management experience. Commissioner Mason also noted that the Homestead project on Mt. Crested Butte had hit a standstill, with little communication between the Town and the developer. Commissioner Mason had offered aid on behalf of GVRHA, to help Mt. Crested Butte accomplish completion of this important housing project. He let the Board know that he would keep them updated on any new developments.

PUBLIC HEARING; LICENSE REQUIREMENTS FOR BUILDING CONTRACTORS:

1. Resolution; A Resolution Adopting License Requirements for Building Contractors

Present for discussion, either in the room or via Zoom, were: Assistant County Manager for Community and Economic Development, Cathie Pagano; Building and Environmental Health Official, Crystal Lambert; and Assistant Building and Environmental Health Inspector Charlie Dominguez.

1. Open of Public Hearing: Chairperson Houck opened the public hearing at 9:01 am.
2. Public Notice Confirmation: Requirements for posting were confirmed as met by Environmental HO Crystal Lambert.
3. Staff Presentation: Chairperson Houck began by explaining that this had been in process before COVID and was paused throughout the pandemic. Asst CM Pagano noted that her staff, along with a contractor stakeholder group, had been working hard on this for a couple of years now. She then handed it over to Building & Environmental Health staff, Crystal Lambert and Charlie Dominguez. Env HO Crystal Lambert began by explaining the licensing requirements had been put together largely by input from building contractors; implementation was proposed to begin in February of 2023 – in order to give the general contractors time to test and obtain the reference materials, study the building codes, and take the exam for general contractors – residential, commercial, or both.

   Commissioner Mason commented that this was worked on extensively by the building community and should allow for plenty of time to test. He asked Crystal Lambert to outline how the testing would take place. She then outlined for the Board that testing sites are located both in Denver and Grand Junction, or online with an online proctor; these would be open-book, timed tests, with a $140 fee for the exam.
4. Public Comments: Chairperson Houck opened the hearing to public comments at 9:09 am. Those present with comments were:
   a) Fred Niederer with Alpha Mechanical (in the room) – Fred asked, "What are the reciprocity steps for an out-of-town contractor to come in from another community which has different building licensing, or no licensing?" Crystal answered that the assessment and exam were based on the International Code Council (ICC); therefore, the exam, once taken anywhere else and maintained, would not have to be take again, as long as there was an equivalent process in qualifying and taking the exam. Fred also asked if they would possibly be planning to establish licensure for mechanical contractors, which doesn't require licensure at all currently in the County? Crystal replied that the initial consensus from building contractor input was to not do so; however, if this needed changing, there was an opportunity to start a stakeholder process again. Fred added that this was an area that needed also to be looked into for licensure, as it was a high-risk area.
   b) Mike Wright, general contractor (online) – Mike asked if they could review enforcement of the policy to ensure all general contractors would be licensed. Crystal Lambert answered that Section 6 of the proposal covers violations of the building contractors which would be grounds for removal/revocation of a license; also, permits for the building process would require this license. She asserted that there would be enforcement and follow-through on violations. Mike also asked what date is the soonest that testing will be available? She replied that testing was already available, but it might be better to wait until the 2021 ICC codes were made available later around February to March 2022. Commissioner Mason noted that it might be good for Crystal to offer an online page which outlines the process for qualifying and had FAQ questions answered there. Crystal asserted that this was definitely being planned for.
   c) Rick Ems, Fire Marshall, Crested Butte Fire Protection District – wanted to thank the team who has worked on this over the last three years and stated that he and the CB Fire Protection District were very much in support of this licensure program with the ICC; he felt it was well written.
5. Board Questions: The Board commented briefly on the licensure process and expressed their approval for it.
6. Close Public Hearing: Chairperson Houck closed the public hearing at 9:26 am.

With no further discussion by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-2, a Resolution Adopting License Requirements for Building Contractors. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Senior Accountant Kelly Weak was present to answer any questions from the Board.

1. January 2022 Accounts Payable Report – **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the vouchers for the amount of $4,708,233.46. Motion carried unanimously.
2. December 2021 Cash Transfer Report – **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the cash transfer for $7,124,146.09. Motion carried unanimously.
3. Sales Tax - LMD Reports – Commissioner Mason noted that Pitkin had shown a significant sales tax increase over the last month and wondered what that might be due to. Sr. Accountant Weak explained

that this could very well be due to late submittals coming in from vendors who had not submitted on time the month or two before.

TREASURER'S REPORT: Treasurer Debbie Dunbar was present via Zoom for questions from the Board. She reported that everything on the reports was normal; she was hoping for an increase in investment interest for this year, but they would still have to see.

Moved by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's Report as presented, and to authorize the chair's signature. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; HUGO LIVING TRUST AND SPANN RANCHES; LUC-21-00066: Community Development Administrative Services Manager Beth Baker was present for discussion and questions. Daniel Spivey (remote via Zoom) represented the applicants.

Community Development ASM Beth Baker outlined for the Board that a discrepancy in the boundary line had been discovered at the time of a sale, and an adjustment had been agreed to by all the parties concerned, including the lender for the trust.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason and amended by Chairperson Houck – with both Commissioners Smith and Mason friendly to the amendment – to approve the boundary line adjustment between Hugo Living Trust and Spann Ranches, LUC-21-00066, and to authorize Commissioner Mason, as Vice-Chair, to sign the plat on behalf of the Board. Motion carried unanimously to original, friendly amendment and the friendly second.

RESOLUTION; A RESOLUTION ESTABLISHING PRECINCT BOUNDARIES FOR GENERAL, PRIMARY, AND CONGRESSIONAL ELECTIONS IN GUNNISON COUNTY, COLORADO: As no one from the Clerk's office was present for discussion, Chairperson Houck explained for those present that this was a statutory requirement of the County Clerk's office – to identify precinct boundaries for upcoming primary, general and congressional elections in Gunnison County. He also noted that they were maintaining the same boundaries the County had identified for the last several years, and the map showing these precinct boundaries was included with the Resolution.

The Board then discussed briefly with County Attorney Matt Hoyt the identification of precincts and their purpose in the State of Colorado.

Moved by Chairperson Houck, seconded by Commissioner Mason, to approve Resolution 2022-3, A Resolution Establishing Precinct Boundaries for General, Primary, and Congressional Elections in Gunnison County, Colorado, as presented by the maps and information in the packet. Motion carried unanimously.

CITY OF GUNNISON ANNEXATION PRESENTATION; THREE PARCELS ON NORTH BOUNDARY OF CITY LIMITS: Present in the room for discussion were Anton Sinkewich, City of Gunnison Director of Community Development, and Assistant County Manager for Community and Economic Development, Cathie Pagano.

Director Sinkewich began his presentation by explaining that the three property owners immediately to the north of the City who were part of the annexation plans – Gunnison Secure Storage, Rocky Mountain Christian Ministries, and the City of Gunnison – would be fully in support of the annexation process. The intent would be to facilitate the expansion of the City's electrical substation, with three new transformers to be added at the location. The property owners had agreed to a 35-foot easement, and new underground electrical would be installed in that easement, at the City's expense. He added that the expansion would improve capacity for an already-strained electric grid, help prepare for projects that are yet to be set in place, and would help facilitate new rapid charging stations as well.

The Board then discussed with Director Sinkewich several topics of concern, including: the Rocky Mountain Christian lot, zoning plans, impacts to the City's electric sector, and infrastructure adjustments which might be needed.

Director Sinkewich outlined the timeline for this project as: a) a public hearing for annexation to be held on February 22nd at 5:30 pm, b) a March 22nd hearing, by which time they should have completed the final plat process, and would be ready to enact the subdivision, and c) all should be completed by a second reading on April 17th.

Chairperson Houck then offered the suggestion that the easement – which would have to be disturbed in that area – created a great opportunity for trail to be built which connected to nearby, already-existing trail sections. Director Sinkewich thanked him for the great suggestion.

Chairperson Houck and the rest of the Board expressed their appreciation for the update, adding that it would greatly aid in preparing any input they might have later in the process.

CHANGE OF AGENDA: Chairperson Houck recessed the meeting from 10:14 am to 10:20 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS; ONE (1) APPOINTMENT TO GUNNISON VALLEY HOSPITAL BOARD OF TRUSTEES; CANDIDATES FOR CONSIDERATION:

1. **Kathleen Gentry**
2. **Mark Kaufman**
3. **Polly Oberosler**

Chairperson Houck introduced this item to the Board, stating that he really appreciated living in a community with so many talented and qualified folks, and adding that Gunnison Valley Health's Board was one whose reach and scope in the community required it be populated with those who have the right skillsets and can meet the needs in time.

After discussing the qualifications of each applicant for several minutes, the Board then noted their choice of Dr. Mark Kaufman, citing among other considerations, his professional expertise, an ability to create consensus around difficult issues, and his choice to live full-time in the community.

With no further discussion by the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to appoint Mark Kaufman to the Gunnison Valley Health Board of Trustees. Motion carried unanimously.

CHANGE IN AGENDA: Chairperson Houck informed those present that the Gunnison County Board of Health Meeting would not be able to be held that day, but that he would recess the meeting for several minutes in order to hopefully be able to still hold the Gunnison/Hinsdale Board of Human Services Special Meeting.

BREAK: Chairperson Houck recessed the meeting from 10:27 am until 10:40 am, stating that he needed to leave the meeting at this point. He advised that Commissioner Mason, as Vice-Chair, would be presiding over the rest of the meeting.

RECONVENE, CHANGE IN AGENDA: Commissioner Mason reconvened the meeting at 10:40 am. As the Hinsdale Commissioner, Greg Levine, was still unavailable for the Gunnison/Hinsdale Board of Human Services Special Meeting, Commissioner Mason elected to skip to Commissioner Items until Commissioner Levine would be able to join the meeting remotely.

COMMISSIONER ITEMS:

Commissioner Smith

1. Attended the Western Colorado University (WCU) Workforce Housing Public Forum last week. Commissioner Smith noted that the forum was very well attended, and was for community comment and input regarding the proposed housing project to be located next to the Paintbrush housing complex. Designated for those who work or attend classes at WCU, Commissioner Smith felt that the initial proposal was thoughtfully laid out, adding that traffic studies were still to come, with the objective being to have at least the student housing up and occupied by Fall of 2023.
2. First Welcoming America Initiative committee meeting to be held Thursday, 1/20. Commissioner Smith reminded those present that she was now part of this newly-formed committee, and would be getting back with an update as she discovered more about what this new initiative project would look like.
3. Taking time to meet with the new Crested Butte Town Council members. Commissioner Smith stated that it was exciting to see some new perspectives and energy coming to the council.

Commissioner Mason:

Adding to his report started earlier in the meeting:

2. Attended a Stakeholder Meeting convened by Pitkin County, regarding the potential "Wild & Scenic" designation on the Crystal River. Commissioner Mason noted that the Upper Crystal River originates in Gunnison County, so Gunnison County staff was there, along with landowners. Also attending were representatives from Pitkin County, American Whitewater, Colorado River District, and White River National Forest Service. Representatives from both Senator Hickenlooper and Senator Bennet's offices joined the meeting remotely. Conversation centered around the questions of, "How to start a process that would be inclusive for all the different stakeholders and community members who would be impacted?" and "What would Wild & Scenic designation on the Crystal River mean, and what is it not?" Commissioner Mason felt this was a good first step, with property and water rights being considered at the beginning of the process, rather than last, as in an attempt made approximately five years earlier. He added that another process brought forward at the meeting might serve as a possible template for them – an area called Deep Creek was almost through their own approval process; it was more of a hybrid designation than the full "Wild & Scenic," but many of the same type of stakeholders and landowners were involved. Commissioner Mason let the Board know that he would be keeping them informed on the "Wild & Scenic" process as it developed.

CHANGE OF AGENDA: As Hinsdale County Commissioner Greg Levine was still not able to be present for the Gunnison/Hinsdale Board of Human Services Special Meeting, Acting Chairperson Mason elected to postpone the special meeting until the end of the meeting, after the executive session.

GUNNISON COUNTY BOARD OF HEALTH: Commissioner Mason noted to those present that the Board of Health meeting would not be held.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present in the room or remotely via Zoom for discussion.

RECESS: Commissioner Mason elected then to recess the regular meeting at 10:52 am, in order to go into an executive session.

EXECUTIVE SESSION PURSUANT TO COLO. REV. STAT. §24-6-402(4)(b): CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY TO

RECEIVE LEGAL ADVICE IN RELATION TO TYZZER V. GUNNISON COUNTY, CASE NUMBER 21CV30017 (COLO. DIST. CT.): Acting Chairperson Mason then **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4)(b), conference with the County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice in relation to Tyzzer v. Gunnison County, Case Number 21CV30017 (Colorado District Court). The participants in the Executive Session would be Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, Assistant County Manager for Community and Economic Development Cathie Pagano, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded the motion, and the motion carried.

The Board went into executive session at 10:54 am. The executive session was held in the BOCC Boardroom, and no contemporaneous record was 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)(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)(b) 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)(b).

Date: _____ _____

Roland Mason, Acting Chairperson
Gunnison County Board of Commissioners

At 11:50 pm, it was **moved** by Acting Chairperson Mason to come out of executive session, affirming that no extemporaneous records were kept, the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded, and the motion carried.

Acting Chairperson Mason let those present know that there was no action to be taken currently.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES SPECIAL MEETING: As Hinsdale County Commissioner Greg Levine was not able to be present, and with no quorum, Acting Chairperson Mason elected to move the special meeting to the next regular meeting agenda.

ADJOURN: **Moved** by Acting Chairperson Mason, seconded by Commissioner Smith, to adjourn the Gunnison County Board of County Commissioners Regular Meeting. Motion carried. The meeting was adjourned at 11:52 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: 2022-2

A RESOLUTION ADOPTING LICENSE REQUIREMENTS FOR BUILDING CONTRACTORS

WHEREAS, building industry professionals have expressed support for a licensing program for building contractors; and

WHEREAS, stakeholder groups of general contractors, designers, and engineers decided that a licensing program would be beneficial for the local industry as well as the consumer and future property owners and should include an insurance requirement and building code competency evaluation; and

WHEREAS, the proposed License Requirements for Building Contractors, Attachment A, was prepared using feedback and guidance from the local building community as well as details and parameters of the contractor examination program established by the International Code Council; and

WHEREAS, C.R.S. § 30-11-125 authorizes Gunnison County to establish a licensing program for building contractors; and

WHEREAS, the Board of County Commissioners (the Board) has reviewed the proposed License Requirements for Building Contractors, Attachment A; and

WHEREAS, the Board has determined that adoption of the License Requirements for Building Contractors will be beneficial for the local building industry, consumers and future property owners by ensuring that building contractors who undertake any work for which a County building permit is required under the County Building Code holds the minimum general liability insurance and has competency with the building code; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of the License Requirements for Building Contractors, Attachment A; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on the proposed requirements on January 18, 2022; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the License Requirements for Building Contractors, Attachment A, is hereby adopted for the unincorporated area of Gunnison County and will become effective on February 1, 2023.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

"Attachment A" noted in Resolution 2022-2 is the
Gunnison County, Colorado
License Requirements for Building Contractors
2022

Please see Resolution 2022-2 and its accompanying Attachement A on record at the Gunnison County Clerk and Recorders Office

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-3

A RESOLUTION ESTABLISHING PRECINCT BOUNDARIES
FOR GENERAL, PRIMARY, AND CONGRESSIONAL ELECTIONS
IN GUNNISON COUNTY, COLORADO

WHEREAS, pursuant to C.R.S. § 1-5-101, *et. seq.*, the County Clerk and Recorder, subject to approval by the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter the "Board"), shall divide the county into as many election precincts as convenient for the eligible electors of the County, and the boundaries of such precincts may be changed from time to time; and

WHEREAS, pursuant to Resolution No. 1984-07 approved by the Board, the boundaries of election precincts were established; and

WHEREAS, thereafter the election precincts were modified and reestablished by virtue of the Board's Resolutions numbered 1987-19, 1994-09,1997-15, 2012-01, and 2012-02; and

WHEREAS, Gunnison County, pursuant to Colorado law, and because it would be beneficial to the eligible electors of Gunnison County, may establish the boundaries of Gunnison County election precincts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15; and

WHEREAS, the map titled "Election Precincts of Gunnison County, Colorado" dated January 18, 2022, attached to this Resolution as Exhibit A, and the associated shapefiles used to create this map, identifies the reestablished election precincts as well as the locations, shapes, and the attributes of geographic features within these precincts; and

WHEREAS, consistent with C.R.S. § 1-5-101, the Board has taken into consideration natural and artificial boundaries that meet the requirements of the United States Census Bureau in establishing the aforementioned precincts;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the election precincts of Gunnison County shall be and hereby are established as identified on the map titled "Election Precincts of Gunnison County, Colorado" dated January 18, 2022, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on January 18, 2022, as well as attached as Exhibit A to this Resolution, and as well as the aforementioned shapefiles.

INTRODUCED by Commissioner Houck, seconded by Commissioner Mason, and adopted on this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

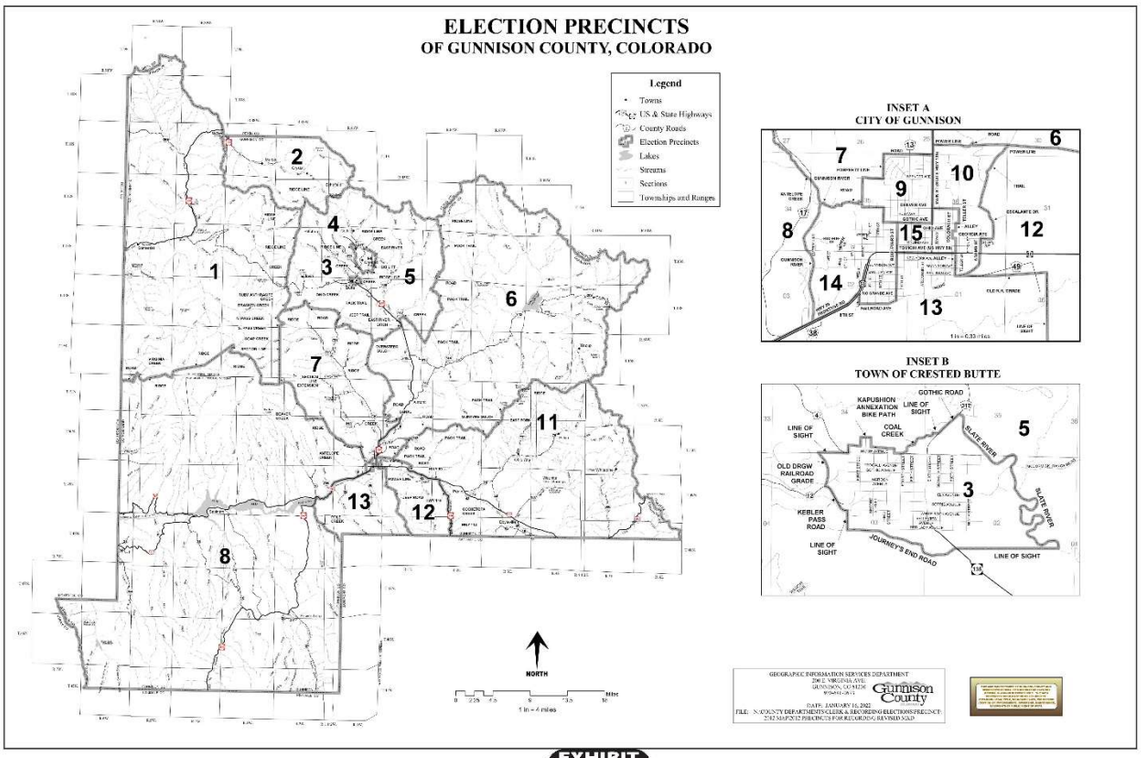


EXHIBIT
A

Please see Resolution 2022-3 and a larger version of the "Exhibit A" Precincts Map on record at the Gunnison County Clerk and Recorders Office

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: February 1, 2022 Regular Meeti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review - a draft of the 2/1/2022 BOCC regular meeting minutes

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: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 1, 2022

The February 1, 2022 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/HINSDALE BOARD OF HUMAN SERVICES SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 8:30 am. Hinsdale County Commissioner Greg Levine was also present via Zoom.

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT #22-17137; HINSDALE COUNTY DEPARTMENT OF HUMAN SERVICES; TO CREATE NEW BENCHMARKS, PERFORMANCE STANDARDS AND PERFORMANCE INCENTIVES; EFFECTIVE DATE – JUNE 30, 2022; $6,072.29: **Moved** by Commissioner Levine of Hinsdale County, seconded by Chairperson Houck to approve the State of Colorado Intergovernmental Agreement #22-17137 for Hinsdale County Department of Human Services, to create new benchmarks, performance standards and incentives, effective date of June 30, 2022 in the amount of $6,072.29. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the special meeting of the Gunnison/Hinsdale Board of Human Services at 8:33 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:33 am.

AGENDA REVIEW: No changes were needed for the agenda.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated. Chairperson Houck noted that he would not be present for the February 15th meeting, as he was planning to attend the National Association of Counties (NACo) meetings in Washington, DC on that date. He suggested that there might be a possibility of his attending remotely via Zoom.

Commissioner Smith noted that her meetings with the Southwest Colorado Opioid Regional Council would be at the same time on Thursdays as the Mayors & Managers meetings. She hoped to attend the Mayors & Managers, but added she would need to come late, and that this would be ongoing.

Commissioner Mason and County Manager Birnie both noted that they would potentially be absent for the February 22nd meeting, as it would be Crested Butte's Winter Break. Commissioner Mason noted that he might still be able to attend remotely via Zoom.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the October 19, 2021 Regular Meeting minutes, and the December 21, 2021 Regular Meeting minutes. Motion carried unanimously.

1. October 19, 2021 Regular Meeting
2. December 21, 2021 Regular Meeting

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Consent Agenda, as presented. Motion carried unanimously.

1. Acceptance of Appointments; Saguache County for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Amber Wilson, Alternate Member Virginia Adams
2. Contract Amendment #3, 22 IHIA 173433; Colorado Department of Human Services, Office of Early Childhood; Gunnison County Health and Human Services; for increased work related to Family Child Care Homes and Resource and Referral; State Fiscal Year 2022; $89,280
3. State Board of the Great Outdoors Colorado (GOCO) Trust Fund Grant; for support of a Fellowship Program; Project Completion Date of June 30, 2024; $150,000
4. Memorandum of Agreement (MOA); Between US Army Corps of Engineers, Colorado State Historic Preservation Officer, and Colorado Stone Quarries; to resolve adverse effects to historic properties.
5. Memorandum of Agreement to Provide County Financial Assistance to the Center for Mental Health; January 1, 2022 to December 31, 2022; $4,500
6. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Country Food Pantry; January 1, 2022 to December 31, 2022; $6,000

7. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Valley Animal Welfare League; January 1, 2022 to December 31, 2022; $6,000
8. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Valley Health Foundation; January 1, 2022 to December 31, 2022; $11,500
9. Memorandum of Agreement to Provide County Financial Assistance to Mountain Express; January 1, 2022 to December 31, 2022; $4,500
10. Memorandum of Agreement to Provide County Financial Assistance to the Project Hope of Gunnison Valley; January 1, 2022 to December 31, 2022; $10,000
11. Memorandum of Agreement to Provide County Financial Assistance to the Safe Ride of Gunnison, Inc.; January 1, 2022 to December 31, 2022; $4,500
12. Memorandum of Agreement to Provide County Financial Assistance to the Six Points Evaluation and Training, Inc; January 1, 2022 to December 31, 2022; $12,000

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

1. Library Project Update. CM Birnie informed the Board that it had been a tough start at the beginning of the year, with 90% of their crew out with COVID. However, they were mostly all back at this point and it was going very well, with siding going up and the project still slightly ahead of schedule. Commissioner Smith noted that it would be good to have a work session in which the Commissioners could tour the new library site, and also mentioned touring the Rady Building, which COVID had prevented a walk-through for at the time of its completion.
2. Airport Project Update. CM Birnie reported that they had also had problems with COVID at the beginning of the year, though not to the extent that the library crew had experienced. He noted that this was a much more challenging project, with supply chain and labor challenges creating major obstacles to keep the project within budget. CM Birnie highlighted that local craftsmen will be putting up a log wall at the entrance, and they were beginning collaboration on that. Architects had recommended artists for creation of an outside mural, plus art inside designed by a local artist. He noted that they still needed to decide if all this would fit within their budget.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion, as was Public Works Operations Manager Sparky Casebolt.

1. **Approval of Funding for White River National Forest Service Protection Officers**. DCM Crosby explained that this funding agreement had been discussed at the Board's last work session, and now the Town of Marble wished to send to the County the amount of $3,000 which they had agreed to contribute, with the County's expenditure then becoming $7,000. She further noted that the contract would then be the same as last year, between the County and the White River National Forest Service.

   With the Board's approval, Chairperson Houck **moved** to approve $7,000 of funding to the White River National Forest Service for a protection officer, with the source of the funding to come from the Board's discretionary funds, and that the County accept the $3,000 from the Town of Marble, to then enter into a contract in the amount of $10,000 with the White River National Forest. Seconded by Commissioner Mason. Motion carried unanimously.
2. Progress update on the Somerset water system. DCM Crosby informed the Board that Greg Anderson, the engineer working on the proposed Somerset upgrade, would be submitting his recommendations later that week, based on the Colorado Department of Health's earlier denial and request for changes. She also wanted to let the Board know that Somerset residents were being told the County was going to downgrade the system, rather than upgrade it. As a result, DCM Crosby stated she would be drafting an email for reply to all who reach out to the County on this. The Board then discussed for several minutes the options available at the State and County levels which might assist the community of Somerset with their upgrade needs.
3. Getting calls about the increase in rates for North Gunnison sewer and water. DCM Crosby noted that several have sent in their complaints to her. She added that City of Gunnison Public Works Director, David Gardner, had been very helpful in creating a letter explaining the needs behind the rate changes. The commissioners relayed that they also had been receiving calls, and requested that DCM Crosby forward this letter to them, as well.

RESOLUTION; A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER: Deputy County Manager Marlene Crosby and Assistant County Manager for Operations & Sustainability, John Cattles, were both present for discussion.

DCM Crosby introduced this was a resolution looked at every couple of years, whenever they took a look at the fees. Asst CM Cattles explained that the fees were directly connected to offsetting the County's costs for the Fred R. Field Western Heritage Center; they helped soften, but did not cover, the impact of the County's costs to run the facility. CM Birnie also noted that the County owns the liability insurance for the events held at the center, believing this was appropriate for the community asset. Chairperson Houck added that the rates were more than reasonable, in comparison to other event venues in the County. Asst CM Cattles noted that several County departments also utilized the large space for various meetings, highlighting how essential the center had been for vaccine clinics during the pandemic.

With the full support of the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to adopt Resolution 2022-4, a Resolution Adopting Gunnison County Policy Concerning Authority

and Use of the Fred R. Field Western Heritage Center. Motion carried unanimously.

WATER AND SEWER RESOLUTIONS: Deputy County manager Marlene Crosby was present to discuss the series of water and sewer resolutions with the Board.

Chairperson Houck introduced the resolutions by explaining to those present that there were different rates for all the different districts within Gunnison – and the different areas were not all connected to one central system. He then asked DCM Crosby to outline for the group the reason for all the different rates.

DCM Crosby then gave a brief overview of what the systems looked like for Antelope Hills, Dos Rios, Somerset, Tomichi and North Gunnison divisions. She also explained that the City of Gunnison had significant, recent expenses for a plant which necessitated a sizeable rate increase. The contract between the City and County stipulated that rates for both City and County needed to be set at the same rate. This was not happening; County users were paying 37-43% less. The most recent increases brought that to equity. She added that there will be upcoming improvements needed to some of the older systems, and the increase in tap fees would help to cover these projected costs.

The Board noted that they had already gone over the resolutions and their fee schedules, with DCM Crosby answering any questions they had, and that they were ready to approve the resolution separately, as presented, that day.

1. **A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-31)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-5, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
2. **A Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-35)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-6, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
3. **A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-34)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-7, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
4. **A Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-36)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-8, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
5. **A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-32)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-9, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
6. **A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-33)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-10, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.
7. **A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-30)**. **Moved** by Chairperson Houck, seconded by Commissioner Smith to approve Resolution 2022-11, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District, as presented. Motion carried unanimously.

DCM Marlene Crosby closed by thanking Finance Senior Accountant Agnes Kroneraff for her excellent assistance in preparing the resolutions and fees tables.

BREAK: Chairperson Houck recessed the meeting from 9:26 am until 9:30 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:

1. 7th Judicial Community Corrections Board. There were no applications, so Chairperson Houck directed that this vacancy be re-advertised and advised that the Board would be reaching out for possible candidates as well.

2. Board of Adjustments and Board of Appeals. There were no applications, so Chairperson Houck directed that the former board members be contacted to see if there was interest, and to re-advertise for the two vacancies.
3. Environmental Health Board. **Moved** by Commissioner Mason, seconded by Commissioner Smith to appoint Lucinda Clauter-Lull, Ashley Bembenek, Bill Barvitski and Lynn Cudlip to the Environmental Health Board as regular members. Motion carried unanimously. Chairperson Houck also directed that the two alternate vacancies be re-advertised.
4. Extension Advisory Board. There were no applications received, so Chairperson Houck directed that the former board members be contacted to see if there was interest, and to re-advertise for the two vacancies.
5. Gunnison Basin Sage-grouse Strategic Committee. After a discussion by the Board regarding how an added seat for a representative from Western Colorado University might best be added, the Board decided to go ahead with appointments and work on this added seat with a revision of the charter at a later date. Chairperson Houck also directed to re-advertise for the three vacancies in the At-Large alternate positions. **Moved** by Chairperson Houck, seconded by Commissioner Smith to appoint Polly Oberosler to the Development At-Large seat, Peter Caloger to the Community At-Large seat, and Tim Kugler to the Recreation At-Large seat on the Gunnison Basin Sage-grouse Strategic Committee. Motion carried unanimously.
6. Gunnison Cemetery District Board. **Moved** by Chairperson Houck, seconded by Commissioner Smith to appoint Camille Besse to the Gunnison Cemetery District Board. Motion carried unanimously.
7. Gunnison Valley Regional Housing Authority. As there was one late application for the vacant position, Chairperson Houck directed that the vacancy be re-advertised, and that the late application be added to this second search.
8. Gunnison Watershed Weed Commission. With no applications made to the Gunnison Watershed Weed Commission, Chairperson Houck directed that the two vacancies be re-advertised. He also requested that Commissioner Smith – in light of her recent collaboration regarding cheat grass mitigation – reach out to possible applicants.
9. Historic Preservation Committee. There were no applications, so Chairperson Houck directed that the former board members be contacted to see if there was interest, and to re-advertise for the two vacancies.
10. Library Board of Trustees. After a brief discussion between the commissioners, reviewing the qualifications for each applicant, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to appoint Kim Sherman and Micah Russell to the Library Board of Trustees. Motion carried unanimously.
11. Medical Health Officer. Chairperson Houck noted that there was one late re-application from Dr. John Tarr. He directed that the vacancy be re-advertised and that Dr. Tarr's application be included in this second search.
12. Planning Commission. The Board and Assistant County Manager for Community & Economic Development, Cathie Pagano, briefly discussed the applications received, as well as the timing needed for Planning Commission appointments. The Board then decided to re-advertise the two regular and two alternate vacancies, in order to develop a deeper pool of qualified candidates.
13. Region 10. Chairperson Houck noted that there was one vacancy for transportation, with no applications submitted. He directed Commissioner Mason to continue his search for a qualified applicant, and to re-advertise the vacancy.
14. Sustainable Tourism and Outdoor Recreation. Noting the late applications received, the Board elected to re-advertise for the five At-Large positions, and to add the late applications to the candidate pool.
15. Western Regional EMS Council. **Moved** by Chairperson Houck, seconded by Commissioner Smith to reappoint Robert Weisbaum to the Western Regional EMS Council. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Mason

1. Air Command updates. Commissioner Mason gave a quick overview of the traffic to Gunnison-Crested Butte Regional Airport in January 2022. He reported 63% load factors out of Denver, 65% out of Dallas, and 56% out of Houston, with cancellations and the airport remodel taken into consideration. He noted that this increase may also be due to the airlines being able to refund or change tickets in a more timely manner.
2. Attended the Saguache County Board of County Commissioners meeting two weeks ago, on January 18th. Commissioner Mason reported that the meeting centered on a Homestake Mine presentation and ordinance which would allow deeper wells to be drilled for current landowners, with no further wells to be drilled in the area. Gunnison County was particularly interested in any potential uranium-contaminated waters which could still come out of the surface water from Marshall Creek flowing eventually into Tomichi Creek and the Gunnison River. Commissioner Mason reported that Saguache County would be working with the mine for a revision of their ordinance before it can go before the Water Quality Control Commission. He added that the mine would be bringing their ordinance before the Water Quality Control Commission in March and the process would go through June. County Attorney Hoyt interjected that,

from what he understood, the drilling of deeper wells and preventing other wells will be the mine's mitigation effort. They will take the ordinance to the Water Quality Control Commission and ask them to modify their standards based on the mitigation effort that has been made with Saguache County. CA Hoyt stated that the implications went beyond just Tomichi Creek and the County's water sources – if this would become a precedent in Colorado where mines could merely move the person's effective bio-pollutant away from the pollutant, rather than mitigating the actual pollutant, it would create a precedent with the Water Quality Control Commission for other mine sites. Commissioner Mason added that he had visited with Saguache County Commissioner McCracken about the possibility of the Gunnison County Board visiting some of the sites. Chairperson Houck thanked him for following this and highlighted that this was a very important issue to the County.

3. Attended a Marble Stakeholder two-day workshop regarding the Marble area and Lead King Loop areas. Commissioner Mason noted that there had been good engagement from those who attended, and more outreach would be done to reach those who had not come – particularly, representatives of both the 4-wheel user groups and the hiking community. He went on to outline that ground rules had been set at the meeting, and another listening session was set for the community, with the next 2-day workshop on February 17-18. He asserted that he would keep the Board informed on the next workshops and listening sessions, adding that he felt it was money well spent in partnership with the White River National Forest for the study.
4. Commissioner Mason stated he is not seeking re-election. He informed the Board that he had considered the time which this job needs, and weighing it with family and business had made him come to this difficult decision. Both Commissioners Smith and Houck remarked on his great work as a commissioner, and total commitment to whatever he became involved with, adding that they regretfully understood his need for time revisions.

Commissioner Smith

1. Participated in the Welcoming America Initiative kick-off. Commissioner Smith noted that three other communities were also participating in this from across the nation. She explained that this was a national, non-profit organization seeking to help the City of Gunnison welcome new residents and immigrants, and to advance equity and inclusion for them. She also felt that it was a wonderful opportunity for Gunnison to kick this off and then radiate it outward, and thanked the Board for appointing her to this committee as Gunnison County's representative.
2. Continuing to stay engaged with State Representative Boesenecker's mobile home park legislation. Commissioner Smith explained that these are improvements to the Mobile Home Park Act, addressing opportunity for residents to purchase, strengthening all the protocols that made it so difficult for the County to assist the residents of Country Meadows as they tried to organize and become a resident-owned community. She noted that she was also still engaged with the Country Meadows organization formed last year.
3. Met with Sarah McCarthy and Senator Hickenlooper's camp. Commissioner Smith highlighted that topics covered were the infrastructure legislation and resources that are coming through the federal government. She wanted to point out that there was still a lack of addressing recycling trash as part of the infrastructure within local groups as well as the federal, and she felt it was important to continue to emphasize those issues.
4. Met with Julie Baca, Taryn Mead and others at Western Colorado University February 28th. On a related trash topic, Commissioner Smith noted that the Western group had discussed processing recyclables and developing markets for more closed-loop recycling. She believed there might be exciting opportunities for Western to become involved in this process. She let the Board know that Western was pursuing grants and asked the Board to look at what that kind of community investment would look like. She felt there might be State opportunities for funding and resources, and expressed her wish that this could be a big part of the way businesses innovate and develop here locally.
5. Met at ICELab last week to hear presentations from companies moving to and developing in the Gunnison Valley. Commissioner Smith highlighted the main companies presenting were SheFly, Blister, Rady Testing Lab for outdoor equipment, with several micro-pitches from companies in the early stages of their development. She was excited to see how many innovative ideas were coming from the community and where some of these companies might go.
6. Southwest Colorado Opioid Regional Council will be holding a retreat the end of February. Commissioner Smith noted that she was now the chair for this council and the retreat would likely be held in the Montrose area, to continue to work on the details of receiving settlement funds. She felt that in terms of timeline, they were really ahead of the other regions, and she hoped they would be set up to compete for more of the additional funding and resources that were being made available from the State.
7. Cheatgrass mitigation work is moving forward. Commissioner Smith reported that she had heard a great presentation from Sublette County in Wyoming the day before; they have done a phenomenal job with cheatgrass mitigation and were a great model and resource to draw from. She further reported that Gunnison area organizations were contributing to help hire a cheatgrass mitigation coordinator who could also help them apply for grants. Commissioner Smith had talked to John Whitney in Senator Bennet's office and he had let her know there was interest in helping at the federal level, so she felt that the potential for larger-scale funding looked very promising.

Commissioner Houck

1. Participated in Colorado Counties Inc (CCI) hearing committee meetings. Chairperson Houck briefly outlined that it was only the beginning of legislative season, and that maybe by mid-February, there would be more clarity on what bills Gunnison County will want to oppose or support, noting that he believed there would be bills really showing the rural/urban divide this year. He closed by noting

that he would be flying to Denver to testify on CCI priority bill next Monday, February 7th.

RECESS: Chairperson Houck recessed the regular meeting at 10:40 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 PROPERTY INTEREST(S) LOCATED AT SOUTH 14TH STREET WORKFORCE HOUSING PROJECT IN GUNNISON COUNTY, COLORADO, 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 PROPERTY INTEREST(S) LOCATED AT SOUTH 14TH STREET WORKFORCE HOUSING PROJECT IN GUNNISON COUNTY, COLORADO: Commissioner Houck **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 property interest(s) located at South 14th Street Workforce Housing Project in Gunnison County, Colorado, 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 property interest(s) located at South 14th Street Workforce Housing Project in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Assistant County Manager for Operations and Sustainability John Cattles, and Assistant County Manager for Community and Economic Development Cathie Pagano. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Mason seconded the motion, and the motion carried.

The Board went into executive session at 10:41 am. 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)(e)(I) and 24-6-402(4)(b) 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)(e)(I) and 24-6-402(4)(b).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:26 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 Mason seconded the motion. Motion carried.

Chairperson Houck then gave direction by **moving** to delegate full authority from the Board of County Commissioners to the County Manager, to negotiate and execute contracts and documents, and to obtain financing, with support from the County Attorney's Office, Community Development, and from our Sustainability and Operations Manager, to work toward next steps on the South 14th Street Workforce Housing Project that has been discussed publicly. Seconded by Commissioner Smith. Motion carried unanimously.

County Manager Birnie let those present know that there will be a later work session with site plans and ideas on the project for the public to be able to view.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Regular

Meeting at 11:29 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: 2022-4

A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER

WHEREAS, in 2019, Gunnison County adopted Policy No. 5.2.4, a *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center*, to reflect Gunnison County's current practices and fees;

WHEREAS, increased costs to the County necessitate an increase in the fees set forth in Policy No. 5.2.4; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has determined that no other changes to Policy No. 5.2.4 are necessary or warranted at this time;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center* (Policy No. 5.2.4) (Exhibit A) is hereby adopted. Such policy shall remain in effect until modified or rescinded by future resolution of this Board.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

Gunnison County COLORADO

EXHIBIT A

Policy Name:	Authority and Use of the Fred R. Field Western Heritage Center			**Policy Number:**	5.2.4
Approval Authority:	Gunnison County Board of County Commissioners			**Adoption Document**	Resolution #
Date of Initial Adoption:	11/5/2019	**Effective Date:**	1/1/2022	**Policy Custodian:**	Fairgrounds Manager
Last Review / Revision Date:	N/A	**Review Frequency:**	Every one (1) year.	**Next Review Due:**	1/1/2023

PURPOSE

The Board of County Commissioners of Gunnison County (the "Board") owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the "Center"). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.
The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

SCOPE
This policy applies to all users of the Fred R. Field Western Heritage Center.

DEFINITIONS
- Fred R. Field Western Heritage Center: Any and all structures and grounds located at 275 S. Spruce Street, Gunnison, CO 81230.
- Smoking: The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.

POLICY STATEMENTS
Gunnison County reserves the right to control and manage the present and future usage of the facility and to enforce all necessary and proper rules and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facility. Gunnison County reserves the right, but not the duty, through it duly appointed representative to eject any person(s) from the Center's premises for violation of these rules or of any law or ordinance.

Scheduling.
Indoor and outdoor areas and meeting rooms at the Center may be scheduled for use by contacting Center staff directly at (970) 641-8561. Scheduling will be done on a first-come, first-served basis.

Use:
1. All users will be required to sign a user's contract (see attached) prior to Center use.
2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.
3. Users must obtain all required permits and licenses, including those required by the City of Gunnison, Gunnison County, State and/or Federal government for the scheduled usage. All taxes must be paid promptly according to the nature of the usage.
4. Users are responsible for clean-up of utilized spaces and parking areas. The person signing the contract will be individually responsible for any damages to the building or for any fees charged for clean-up.
5. Unless otherwise arranged in advance, users will be responsible for setting up and taking down chairs and tables.
6. Any special equipment requirements must be stated on the contract.
7. Gunnison County will not be responsible for losses due to theft, fire or vandalism during contracted use of the Center. Any special equipment furnished by the user will be the responsibility of the user.
8. Nails or other objects will not be placed in any of the Center's walls. Masking tape or painter's tape may be used on walls.
9. Smoking (see definition) is not allowed within 30 feet of any Center building.
10. All animals, domestic or otherwise, are restricted to the outdoor arena and pavilion, stalls, pens and trailers when not physically being moved from one location to another by a qualified animal handler. No animals will be allowed in Center facilities or on Center grounds, unless specifically allowed by Gunnison County Policy #5.2.3.
11. Only designated Center staff and other staff-trained persons may operate the PA systems.
12. Parking shall be in designated areas only. Users are responsible for parking control and ensuring that fire lanes and access lanes are kept clear of obstruction.
13. General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Use lasting later than 11:00 pm will result in an additional charge of $25 per night.
14. If any event will require extra costs (such as increased staffing, insurance, etc.), the Fairgrounds Manager will charge the user for the anticipated costs related to the event in advance.
15. Gunnison County is not responsible for providing AV equipment unless agreed to in the use contract. Gunnison County is not responsible for providing technical assistance.
16. It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of $100, per key, and possible loss of the privilege to use the Center.
17. Users must be respectful of users in other rooms at the Center, including maintaining appropriate noise levels and not allowing children/youth to roam around the Center.

Equine Activity Sponsor and/or Equine Professional and/or Other Non-Commercial Activity Sponsors:

Equine activity sponsors and/or equine professionals, as defined by C.R.S. 13-21-119 and may be amended, are not obligated to obtain insurance covering injury to spectators at equine activities as a condition of Center use.

A sponsor of an activity at the Center that does not charge an admission to such activity is not obligated to obtain insurance covering injury to spectators at such non-commercial activity as a condition of Center use.

This policy shall not be construed to be a waiver of limits of or exemptions from liability by the Board of County Commissioners, including its elected or appointed officers, employees or agents, under C.R.S. 13-21-119 and/or C.R.S. 24-10-101 *et seq*.

This policy is not and shall not be construed to be an acceptance, either partially or wholly, by the Board of County Commissioners, and/or its elected or appointed officers, employees and agents, of any risk or liability of any equine activity sponsor, equine professional, sponsor of non-commercial activity or spectator at the Center.

This policy is not and shall not be construed to be advice or counsel, legal or otherwise, to equine activity sponsors or equine professionals or sponsors of non-commercial activity who may use the Center whether to obtain insurance for spectators of equine activities or non-commercial activities.

The Center will post and maintain signage containing the warning language specifically required by and in the manner outlined by C.R.S. 13-21-119, as it may be amended.

Fees:

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. Use of the Center for official County and 4H activities will not incur fees.

Area/Room	Description	Daily Fee (unless noted)	Additional Information
McDonough Room	Small conference room downstairs, 24′ x 24′, seats 35.	$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34′ x 57′, seats 50.	$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multi-purpose room, 50′ x 80′, seats 220.	$85 for up to 150 people. $116 for up 151-220 people.	
Esty Room	Rubber-floored multi-purpose room, 125′ x 80′, seats 400.	$74 for up to 40 people. $158 for 51-150 people. $200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	$40	
Outside Arena and Pavilion		$110 (arena will be watered before event and worked with drag each morning), plus $50 for midday working and $46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		$1,000	Mud races
		$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		$25 annually	Use by individuals.
Pavilion Only	50′ x 80′	$50	

DRAFT

Vehicle Parking Only	Approximately 10 acres.	$30 per vehicle if camping with access to electric; $25 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.
Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.
Alcohol	Serving and/or selling alcohol anywhere on Center property.	$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center
			requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various	$10	
LCD Projector		$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	$10	
Podium	Standing and table-top options.	$4	

Serving Alcohol:

Alcoholic beverages may be served, but NOT SOLD, at the Center when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk's Office at 970-641-8080. A written request describing the event must be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

Gunnison County reserves the right to approve, deny or place conditions on any request to serve alcoholic beverages at the Center.

Selling Alcohol:

Alcoholic beverages MAY BE SOLD, but only with prior approval of the City of Gunnison and the State of Colorado in compliance with the Special Events Liquor Permit application that must be submitted to the City of Gunnison no later than 30 (thirty) days prior to the event.

A written request describing the event must also be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.
3. C.R.S. 24-10-101, *et seq*. Governmental immunity.
4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-5

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-31

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.
3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.
4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.
6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.
10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER

	QTRLY BASE RATE					
RESIDENTIAL	$ 143.70	per quarter				
COMMERCIAL	$ 143.70	per quarter	X	factor	X	# of factor units
VACANT LOT	$ 48.00	per quarter				
ADD'L INSPECTION FEE						

APPENDIX B

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00
1 ½"	$ 32,000.00	$ 20,000.00
2"	$ 56,000.00	$ 35,000.00
3"	$ 112,000.00	$ 70,000.00
4"	$ 192,000.00	$ 120,000.00
6"	$ 384,000.00	$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-6

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-35

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.
3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.
5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.
10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.
11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.
12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER

	QTRLY BASE RATE		BASE GAL.	OVERAGE RATES
RESIDENTIAL	$ 165.30	per quarter	18,000	$ 4.50 / 1,000 gal. to 36,000 gal. $ 7.20 / 1,000 gal. over 36,000 gal.
AVAILABILITY OF SERVICE	$ 33.00	per quarter		
ADD'L INSPECTION FEE	$ 50.00	per additional inspection		

APPENDIX B

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE

METER SIZE	STANDARD FEE	AFFORDABLE WORKFORCE FEE
¾"	$ 6,000.00	$ 1,680.00
1"	$ 8,000.00	$ 2,240.00
1 ½"	$ 11,000.00	$ 3,080.00
2"	$ 14,000.00	$ 3,920.00
3"	$ 21,000.00	$ 5,880.00
4"	$ 28,000.00	$ 7,840.00
6"	$ 41,000.00	$ 11,480.00

NOTE: Fees are based on water meter size

* Deed restricted housing unit

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-7

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-34

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES – SEWER

	QTRLY BASE RATE				
RESIDENTIAL	$ 158.40	per quarter			
COMMERCIAL	$ 158.40	per quarter	X factor	X	# of factor units
VACANT LOT	$ 54.30	per quarter			
ADD'L INSPECTION FEE					

APPENDIX B

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00
1 ½"	$ 32,000.00	$ 20,000.00
2"	$ 56,000.00	$ 35,000.00
3"	$ 112,000.00	$ 70,000.00
4"	$ 192,000.00	$ 120,000.00
6"	$ 384,000.00	$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-8

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-36

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three

thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

10. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER

	QTRLY BASE RATE	BASE GAL.	OVERAGE RATES
RESIDENTIAL	$ 117.90 per quarter	18,000	$ 6.77 / 1,000 gal. to 36,000 gal. $ 10.71 / 1,000 gal. over 36,000 gal.
COMMERCIAL	See Appendix C	See Appendix C	$ 7.12 / 1,000 gal. over base gal.
AVAILABILITY OF SERVICE	$ 49.50 per quarter		
ADD'L INSPECTION FEE			

APPENDIX B

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE

METER SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
3/4"	$ 6,000.00	$ 1,680.00
1"	$ 8,000.00	$ 2,240.00
1 1/2"	$ 11,000.00	$ 3,080.00
2"	$ 14,000.00	$ 3,920.00
3"	$ 21,000.00	$ 5,880.00
4"	$ 28,000.00	$ 7,840.00
6"	$ 41,000.00	$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

DRAFT

APPENDIX C

GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Office	1.0000	Office
Veterinary Clinic	1.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity
Concrete Plant	13.0000	Concrete Plant

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-9

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-32

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER

		QTRLY BASE RATE					
RESIDENTIAL-PHASE I	$	211.90	per quarter				
*Original users adjacent to City of Gunnison system							
RESIDENTIAL-PHASE II	$	309.80	per quarter				
*All users for which the system was extended during USDA/DOLA/CWPA construction							
COMMERCIAL	$	309.80	per quarter	X	factor	X	# of factor units
VACANT LOT	$	190.30	per quarter				
ADD'L INSPECTION FEE							

APPENDIX B

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE PAYING AVAILABILITY	STANDARD FEE NOT PAYING AVAILABILITY	AFFORDABLE/ WORKFORCE* FEE
¾"	$8,000	$13,000	$5,000
1"	$14,400	$19,400	$9,000
1 ½"	$32,000	$37,000	$20,000
2"	$56,000	$61,000	$35,000
3"	$112,000	$117,000	$70,000
4"	$192,000	$197,000	$120,000
6"	$384,000	$389,000	$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	**FACTOR**	**FACTOR UNIT**
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Mobile Home in Centrally Owned Park	0.7500	Mobile Home
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium

APPENDIX C (CONTINUED)

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Small Office	0.5000	Office
Large Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Church	1.0000	Church
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-10

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-33

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the operation of the sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER

		QTRLY BASE RATE	
RESIDENTIAL	$	266.94	per quarter
VACANT LOT	$	88.09	per quarter
ADD'L INSPECTION FEE	$	50.00	per additional inspection

APPENDIX B

GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

DRAFT

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-11

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-30

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 1st day of February, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

APPENDIX A

GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE
¾"	$ 8,000.00
1"	$ 14,400.00
1 ½"	$ 32,000.00
2"	$ 56,000.00
3"	$ 112,000.00
4"	$ 192,000.00
6"	$ 384,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: February 22, 2022 Special Meet

Action Requested:

Parties to the Agreement:

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

Summary:

For your review, a draft of the 2/22/22 (love that!) special meeting minutes.

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: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
February 22, 2022

The February 22, 2022 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
Marlene Crosby, Deputy County Manager
Matthew Hoyt, County Attorney
Melanie Bollig, Deputy County Clerk
Matthew Birnie, County Manager [ABSENT]
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Mason called the special meeting to order at 8:30 am.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom, for discussion and to answer any questions from the Board.

With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to accept the Treasurer's Report, as presented, and authorize the Chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Juan Guerra was present to answer any questions the Board might have.

1. February 2022 Accounts Payable Report. Commissioner asked for more information on three different vouchers – one from Rocky Mountain Supply Company, and the other two from Spatialest Inc. Deputy County Manager Crosby stated that the invoice from Rocky Mountain Supply Company was for rotary bits used to trim road edges during the summer. CFO Guerra explained that the other invoices were for new software, initial set up, testing, and handover at the Assessor's Office, and for three annual software licenses – computer, community, and property portal.

   With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Mason to approve the vouchers in the amount of $6,729,298.17. Motion carried unanimously.
2. November 2021 Purchase Card Report.
3. January 2022 Cash Transfer Report. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the cash transfer in the amount of $5,471,891.54. Motion carried unanimously.
4. Sales Tax - LMD Reports. Commissioner Smith noted that the January 2022 report numbers had changed from what was included on the February 2022 report. CFO Guerra assured her that he would look into the discrepancy and get back to her that morning with an answer.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of County Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 8:39 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: Minutes Approval: March 1, 2022 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review - a draft of the March 1, 2022 regular meeting minutes

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: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 1, 2022

The March 1, 2022 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	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:55 am.

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

SCHEDULING: The upcoming meetings schedule was discussed. Commissioner Smith noted that she would be absent for the March 15th regular meeting.

CONSENT AGENDA: **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Consent Agenda, as presented. Motion carried unanimously.

1. Federal Aviation Administration Grant Application; Gunnison-Crested Butte Regional Airport; for Airport Terminal Renovation; Fiscal Year 2022; $1,000,000
2. Agreement for Consulting Services; Gunnison Conservation District (GCD); Wildlife Biologist; 1/1/2022 to 12/31/2022; not to exceed $12,000
3. Acknowledgment of County Manager's Signature; Statement of Work; Office of Public Health Practice, Planning, and Local Partnerships (OPHP); Department of Health and Human Services on behalf of the West Central Public Health Partnership; for Health Assessment and Planning; $50,000
4. Acknowledgment of County Manager's Signature; Community Integration Agreement, Amendment No. 4; United HealthCare Services Inc; Health and Human Services; Effective Date 1/1/2022; Amended Date Continuing in Effect until 12/31/2022
5. Acknowledgment of County Manager's Signature; Site Use Agreement; The Vail Corporation /Crested Butte Ski Resort; For a COVID-19 Vaccine Clinic; Permitted Use Date February 24, 2022; Site Use Fee $0.00
6. Acknowledgment of Deputy County Manager's Signature; Letter of Support; Marble Crystal River Chamber; for Tourism Management Grant Application

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

DCM Crosby stated that she had nothing particular to bring before the Board that day, but she would be happy to entertain questions, should they have any.

1. Commissioner Mason asked about the status of plowing roads this winter. DCM Crosby replied that, the large hit to the budget came with the bad storm at the end of last year, but this year's plowing expenses were at the expected level.
2. Tire Grinder moving into the landfill that day. DCM Crosby added one item to report to the Board, stating the tire grinder being rented for the landfill would aid in grinding large tires and would help bring them back to within compliance for the maximum allowable tires in the landfill. She noted that in the spring, she was hoping to coordinate with Hinsdale County for a different tire grinder, and added that the ground up tires would be used for ground cover, which the State will then give them a rebate on.
3. Commissioner Mason asked about the problems with people driving up Daniel's Hill near Marble. DCM Crosby noted that they cannot block the access for property owners. She added that there is also a 4' x 8' black and orange sign already posted there.

TOWNHOME PLAT APPROVAL; MOUNTAIN SHELTERS TOWNHOMES PLAT; LOT 29, BLOCK 2, CRESTED BUTTE SOUTH – SECOND FILING; LUC-22-00001: Community Development Administrative Services Manager Beth Baker was present in the room for discussion. Commissioner Mason recused himself from the discussion, as this dealt with a relative of his working on the project. He removed himself from the room for this item.

Admin Services Manager Beth Baker explained that the applicants were seeking to reclassify their building as a townhome for easier financing. She stated that there would be no change in the manner of useage; the HOA and lender had given consent, taxes were current, and the County Attorney had reviewed the application and plat, and found all to be legally sufficient.

With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the application for Mountain Shelters Townhomes plat, Lot 29, Block 2 in Crested Butte South, second filing #LUC-22-00001, as presented, and to authorize the chair's signature. Motion carried.

At this point in the meeting, Commissioner Mason was invited back into the room.

ADOPTION OF ORDINANCE NO. 18; AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF GUNNISON, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE"; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF: Present for discussion were Gunnison County Sheriff John Gallowich and Assistant County Attorney Alex San Filippo-Rosser.

Asst CA Filippo-Rosser explained to the Board that this ordinance was first introduced and read to the Board at the February 15th regular meeting, and published in the Gunnison Country Times on February 17th. He noted that the ordinance did two main things: 1) it adopted by reference the 2020 edition of the "Model Traffic Code," and 2) it adopted a parking ordinance, specific to Gunnison County, which allowed the Sheriff to enforce parking regulations in the County. Asst CA Filippo-Rosser added that, should the Board approve the ordinance that day, it would need to published one more time in the Gunnison Country Times on March 3rd, and would become effective 30 days after this final publication – on April 3, 2022.

Sheriff Gallowich then added his support and thanks for the work put into this "much-needed" amendment to the traffic code for Gunnison County.

It was suggested by CA Matt Hoyt to open the item for public comment. The meeting was so opened, with no comments being offered. Commissioner Mason did note that he had received favorable verbal comment from some of the residents over by the Marble area, when he had mentioned the proposed ordinance.

Chairperson Houck confirmed that no ex parte communication had been received by anyone in the County Attorney's Office, Administration Office, or on the Board.

With no questions by the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to adopt Ordinance No. 18, an Ordinance for the Regulation of Traffic by the County of Gunnison, Colorado; Adopting by Reference the 2020 Edition of the "Model Traffic Code," Repealing all Ordinances in Conflict Therewith, and providing Penalties for Violation Thereof. Motion carried unanimously.

Chairperson Houck then directed Asst CA Alex San Filippo-Rosser to publish the ordinance in the Gunnison Country Times that week, March 3rd, referencing the previous publication in the paper, and putting a reference to the availability of the ordinance and "Model Traffic Code" on the County website.

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 and Emergency Management Manager Scott Morrill.

Sheriff Gallowich briefly outlined that last year's resolution had given his office of Sheriff the ability to make a quick decision in case of the need to impose or change fire restriction stages, and then to inform the Board of his decision. Sheriff Gallowich felt he had gained valuable experience from last year, and had appreciated the ability to respond right away in conjunction with other agencies. He then asked the Board if they felt they had received timely enough information on the fire ban updates. Chairperson Houck affirmed the timeliness and the rest of the Board also added their appreciation for the lessening of a time gap in response. Commissioner Mason also noted that this was a resolution that needed confirmation every year.

Commissioner Smith then **moved** to approve Resolution 2022-13, 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. Commissioner Mason seconded. Motion carried unanimously.

ENERGY IMPACT ASSISTANCE FUND (EIAF) GRANT APPLICATION APPROVAL; FOR HIGH-EFFICIENCY AIR SOURCE HEAT PUMP HVAC SYSTEMS; SOUTH 14TH STREET HOUSING UNITS; $200,000: Assistant County Manager for Operations and Sustainability, John Cattles, was present for discussion.

Asst CM Cattles outlined for the Board that he was requesting a Tier I grant, with an increased hope of success for the grant going through. He noted the cost of units is not much more than putting in a boiler or finance, but offers a system upgrade which keeps the costs for housing down with the grant assistance. Asst CM Cattles also indicated that there was a very good possibility of net zero efficiency or very close to it, adding that these units should last 20 years, or similar to a regular furnace's life expectancy.

After a brief discussion on the unit's possible performance in colder temperatures and the warranty, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to acknowledge and approve the application for the Energy Impact Assistance Fund for High-Efficiency Air Source Heat Pump HVAC systems at the affordable housing project – soon to be named – located at South 14th Street. Motion carried unanimously.

MEMORANDUM OF UNDERSTANDING; TOWN OF CRESTED BUTTE AND GUNNISON COUNTY; FOR AN ASSESSMENT OF TOWN WATER AND SANITARY SEWER INFRASTRUCTURE CAPABILITIES; WHETSTONE WORKFORCE HOUSING DEVELOPMENT: Present in the room were Assistant County Manager for Community & Economic Development Cathie Pagano, Assistant County Manager for Operations and Sustainability John Cattles, along with Danica Powell of Trestle Strategy Group, present remotely via Zoom.

Asst CM Pagano introduced Danica Powell to the Board and asked that she give a brief update of the Whetstone Workforce Housing Project.

Danica updated the Board on the progress with the Whetstone Projects, highlighting these areas: 1) project status at the final stage of Sketch Plan Submittal; 2) an overview of the current tasks, which included

ongoing public engagement, conversation with CDOT regarding access to the site, and working with the Town of Crested Butte on a Utilities Agreement; and 3) engagement with the community – including site walks, youth and online engagement, and numerous stakeholder meetings.

Asst CM John Cattles then went over the cost options for water and sewer connection, outlining three options: 1) connecting to existing Skyland water and the East River sanitary sewer systems; 2) connecting to the Town of Crested Butte water and sewer systems; and 3) using an existing well for the water system and building a wastewater treatment plant on site. He noted all three options were costly and all came with issues. Currently they were looking at tying into the town of Crested Butte's water and sewer systems, as it looked like Crested Butte had the capacity to add both systems. He noted the County would cover the cost of the engineering analysis if the MOU was approved, outlining that the MOU was drafted in collaboration with the Town of CB staff to manage expectations and have a better understanding by all of what is expected, as they moved forward with an engineering firm analysis of the capacity for both water and sewer treatment systems.

Chairperson Houck added that the MOU was not a binding contract, but was an understanding of what was needed to explore the costs and logistics between the involved parties. Asst CM Pagano also noted that the Town of Crested Butte staff had been very helpful in thinking outside the box in their collaboration.

The Board discussed for several minutes the issues involving costs and logistics, and then went over the sketch plan process and schedule with Asst CM Pagano.

CHANGE OF AGENDA: Chairperson Houck elected to bring forward two people present in the room – Terri and Tod Colvin, neighbors next to the Whetstone site - as they were waiting to comment regarding the MOU.

Tod Colvin let the Board know that they were there to express support for this MOU, explaining that they felt this was the best way to pursue a water and sewer treatment system, with the capital expenses in mind and looking forward to the capacity for future expansion by the Town of Crested Butte. The Board thanked them for their helpfulness and solution-oriented stance throughout the process.

The Board then elected to approve the MOU, with a redraft of the signature page to include all three of the commissioners' signatures, rather than only the Chair's signature. It was **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the Memorandum of Understanding, as presented that day, between Gunnison County and the Town of Crested Butte, and to authorize the signatures of the full Board. Motion carried unanimously

CHANGE OF AGENDA: Chairperson Houck elected to move the scheduled break to after Commissioner Items.

UNSCHEDULED CITIZENS:

1. Andy Sovick, on behalf of Gunnison Waves – Andy wanted to remind the Commissioners of the big asset they had with the Whitewater Park, as well as its present structural erosion. He felt the upcoming Spring runoff and storms could cause the Park to become unusable, and wished to remind them that it was still a big concern.

   Chairperson Houck let Andy know that the Park was being worked on, and then asked Deputy County Manager Marlene Crosby to remark on the progress status. DCM Crosby informed Andy and the Board that when the contracted engineering firm, McLaughlin Whitewater Design Group, investigated the structure, they did not see a safety hazard which needed to be addressed immediately; instead, they saw the need for long-term improvements to Structure #2. McLaughlin was currently working on a proposal for improvements to Structure #2, which were to be submitted by the end of April. DCM Crosby added that the goal was to take Gunnison County's monies budgeted toward this, and match to a Great Outdoors Colorado (GOCO) grant in order to address the issues with Structure #2.

COMMISSIONER ITEMS:

Commissioner Smith

1. Attended a history lesson with John Cattles and Mike Pelletier at the County Assessor's Office. Commissioner Smith let the Board know that she had attended a meeting regarding the Gunnison-Hinsdale boundary lines. She described listening to a fascinating historical account of the boundary and its discrepancies, with currently three possible southern boundaries adopted by different agencies for various reasons. She let CA Matt Hoyt know that this was something the Assessor's Office may be contacting him about, in an effort to coordinate and consolidate these different boundary lines. CA Hoyt let her know that there was not really anything that the County could fix; most of the errors lay with USGS data and not the County's data, which had been heavily researched. The USGS does not control anything but its own data, and the important fact was that no property was being inaccurately assessed for Gunnison County.
2. Outreach to Early Childhood Education directors in the valley, in preparation for the upcoming strategic planning meetings. Commissioner Smith explained that she was reaching out to directors of Early Childhood centers as a start to understanding the critical nature of childcare to the infrastructure in this valley; she wanted to better ascertain what is most helpful to keeping these centers viable.
3. Attended a meeting with the City of Gunnison and students with Western Colorado University's Master of Environmental Management (MEM) program. Commissioner Smith explained that the students are also

doing sustainability work for Gunnison County, and they were looking at adding more sustainability work through Western. She added that Western's part in this is centered around a manufacturing innovation center they are launching, which has capabilities to tie into recycling efforts. There was interest at the meeting about initiating a county-wide system, and the role that each of the entities would take to increase cost effectiveness and efficiency.

4. Attended Club 20 in Grand Junction on February 17-18. Commissioner Smith reported that the was able to make several good connections, and noted the policies were very similar to Colorado County Inc (CCI) stances, with good moderation taking place.

Commissioner Mason

1. Attended a full-day workshop for the Lead King Loop stakeholders group on February 16th. Commissioner Mason noted that they looked at Marble community concerns surrounding County Road #3, adding that conversations have been going well, with another work session scheduled for the end of March.
2. Working with CA Matt Hoyt on the Memorandum of Understanding (MOU) between the Town of Crested Butte and Mt. Emmons Mining Company (MEMC). Commissioner Mason outlined that they were working together – within the parameters of the MOU – to cover four main issues: 1) the land exchange between the Forest Service and MEMC; 2) ensuring Conservation Easements on MEMC land; 3) Water Rights – remediation and analysis; and 4) Permanent removal (mining) of the minerals. CA Matt Hoyt added that MEMC had begun an outreach for public information and feedback with a public website and open house at the Town of Crested Butte Council Chambers from 4:00-6:00 pm on March 2nd.
3. Attended a Region 10 meeting. Commissioner Mason briefly reported on the meeting, noting that a small business development center will be opening for business on Main Street, in the Main Place Plaza building in Gunnison. Also, he reported that Lake City's plans for connection to broadband were moving forward; they plan to have service available for Summer 2022.

Commissioner Houck

1. Attended Colorado Counties Inc (CCI) meetings on February 24-25. Chairperson Houck noted that a lot of bills were floating around, with another batch due in another week. He currently was looking at the water speculation bill sponsored by State Senators Don Coram and Kerry Donovan, trying to find out where it was at in the process.
2. Attended the National Association of Counties (NACo) Legislative Conference in Washington DC, from February 12-16th. Chairperson Houck noted that there were good public land topics at the conference. He highlighted, in particular, the topic of using the Public Lands Steering Committee to work on inclusion of the recreation industry – alongside the established industries of mining, oil, gas, timber and agriculture – as a resource also needing to be supported in economic and policy considerations. Chairperson Houck was also able to meet with Senators Bennet and Hickenlooper before he left Washington DC. They discussed issues around public land, and post office issues regarding COVID individual testing for rural communities.

CHANGE OF AGENDA: Chairperson Houck elected to postpone the re-scheduled break until they were ready to go into executive session.

RECESS: Chairperson Houck recessed the regular meeting at 11:33 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 PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO: Commissioner Houck **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4) (b), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. § 24-6-402(4)(b) conferences with the County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Deputy County Manager Marlene Crosby, Assistant County Manager for Operations and Sustainability John Cattles, and Assistant County Manager for Community & Economic Development Cathie Pagano. No contemporaneous record of the meeting would be kept. Commissioner Mason seconded the motion, and the motion carried.

BREAK: The meeting took a break from 11:34 am to 11:37 am.

The Board went into executive session at 11:37 am. 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)(e)(I) and 24-6-402(4)(b) 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)(e)(I) and 24-6-402(4)(b).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 12:16 pm, 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 let those present know that they had appreciated the ability to get some legal advice, and there would be no direction from the Board of County Commissioners at that time.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Mason, to adjourn the Regular Meeting of the Gunnison County Board of County Commissioners. Motion carried unanimously. The meeting was adjourned at 12:17 pm.

_____
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: 2022-13

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

DRAFT

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 open fires, open 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 their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation 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; and

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

1. The Sheriff or their 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 or resolution ("Restrictions"). The Sheriff or their designee shall also have the authority to rescind those 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 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 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 (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 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 paring areas is prohibited, except when parking in an area devoid of 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 their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. 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 of 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 County 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 their designee shall consult 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 their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.
8. This Resolution shall be enforced by the Sheriff or their designee, through his Deputies, the Fire Chief or their 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 Violations	One thousand dollars ($1,000.00)

Any person who violates this Resolution shall 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 Ave., Gunnison, CO on the date and time specified in the penalty assessment notice.

10. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid 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, 2022 at which point this ordinance 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 Smith, seconded by Commissioner Mason, and adopted this 1st day of March, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: March 8, 2022 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review - a draft of the 3/8/22 Special Meeting Minutes

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: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
March 8, 2022

The March 8, 2022 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 BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 9:49 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS: Chairperson Houck informed those present at the meeting that the appointments made that day would be a follow-up to a second round of advertising for the vacancies.

1. 7th Judicial Community Corrections Board. As there had been no applicants, the Board discussed continuing to search for qualified candidates and making an out-of-cycle appointment.
2. Board of Adjustments and Board of Appeals. **Moved** by Chairperson Houck, seconded by Commissioner Smith to reappoint Les White to the Board of Adjustments and the Board of Appeals. Motion carried unanimously.
3. Environmental Health Board. Chairperson Houck noted that the Environmental Health Board was still in need of applicants for its two alternate positions, and requested the Board continue to search for applicants.
4. Extension Advisory Board. **Moved** by Chairperson Houck, seconded by Commissioner Mason to reappoint Janet Washburn and appoint Dan Zadra to the Extension Advisory Board. Motion carried unanimously.
5. Gunnison Basin Sage-grouse Strategic Committee. **Moved** by Chairperson Houck, seconded by Commissioner Smith to appoint Steffanie Chain to the Community-At-Large alternate position on the Gunnison Basin Sage-grouse Strategic Committee. Motion carried unanimously.
6. Gunnison Valley Regional Housing Authority. Chairperson Houck noted that the Board had a little bit more to do before they could make this appointment; no appointment would be made that day.
7. Gunnison Watershed Weed Commission. **Moved** by Chairperson Houck, seconded by Commissioner Smith to reappoint Tom Walker to the Gunnison Watershed Weed Commission. Motion carried unanimously. Chairperson Houck stated that there was one vacancy still to the commission, and Commissioner Smith noted that she was already looking at possible candidates for this vacancy.
8. Historic Preservation Commission. **Moved** by Chairperson Houck, seconded by Commissioner Smith to re-appoint Elinda Card and Jody Reeser to the Historic Preservation Commission. Motion carried unanimously.
9. Medical Health Officer. **Moved** by Commissioner Smith, seconded by Chairperson Houck to re-appoint Dr. John Tarr as Medical Health Officer. Motion carried unanimously.
10. Planning Commission. **Moved** by Chairperson Houck, seconded by Commissioners Mason and Smith simultaneously, to appoint Julie Baca, Matt Schwartz and Fred Niederer as regular voting members of the Planning Commission, and to appoint Beth Appleton and Heather Zeilman as alternates to the Planning Commission. Motion carried unanimously.
11. Region 10. As no one had applied for the Region 10 vacancy, Chairperson Houck asked Commissioner Mason to continue in his search for a qualified Gunnison County representative to Region 10.
12. Sustainable Tourism and Outdoor Recreation (STOR). **Moved** by Commissioner Mason, seconded by Chairperson Houck to appoint Matt Reed, Kevin Alexander, Kimberly Schappert, David Ochs, and Celeste Helminski to the Sustainable Tourism and Outdoor Recreation Board. Motion carried unanimously.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Mason, to adjourn the Gunnison County Board of County Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 10:22 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: March 22, 2022 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review - a draft of the 3/22/22 special meeting minutes.

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: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
March 22, 2022

The March 22, 2022 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 Hoyt, County Attorney
Melanie Bollig, Deputy County Clerk
Others 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.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom, for discussion and to answer any questions from the Board.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to accept the Treasurer's Report and authorize the Chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Juan Guerra was present to answer any questions the Board might have.

1. March 2022 Accounts Payable Report. Chairperson Houck asked about a very large dispatch fee listed under the City of Gunnison. CFO Guerra explained that this was due to a very large increase in dispatch fees for the Sheriff's Office, and he and CM Birnie had been made aware of the increase during the budget planning process; it was now incorporated into the 2022 budget.

   With no further questions, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the vouchers in the amount of $1,546,777.49. Motion carried unanimously.
2. December 2021 Purchase Card Report.
3. February 2022 Cash Transfer Report. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the cash transfer in the amount of $10,776,236.71. Motion carried unanimously.
4. Sales Tax - LMD Reports. The Board noted that the sales tax report showed an increase of 22% over January of last year.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of County Commissioners Special Meeting. Motion carried unanimously. The meeting was adjourned at 8:40 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: Professional Services Agreement; Gunnison County S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Sheriff's Office and Gunnison Valley Health

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

Summary:

Service agreement between Gunnison Sheriff's Office and Gunnison Valley Health to provide basic medical services to inmates within the Gunnison County Jail.

Fiscal Impact: $10,000.00

Submitted by: Adam Murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/16/2022

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

Comments:
Legally sufficient. Kudos to GCSO for using and negotiating use of the CAO-approved form. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/16/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 15th day of March, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, on behalf of its separately elected Gunnison County Sheriff's Office (herein "Gunnison Sheriff"), whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (herein "Gunnison County") and Gunnison Valley Health, a trade name of Gunnison Valley Hospital , whose address is 711 N. Taylor St., Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Inmate health care at the Gunnison County Detention Center, as further described in the Scope of Work attached hereto and incorporated herein by reference as Appendix A ("Services").

Gunnison County desires to engage Contractor to provide the 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. 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 their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall continue year to year unless terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its promoting prosperous, collaborative, and healthy communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Ten Thousand Dollars and No/100 U. S. Dollars ($10,000.00). 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 in this Agreement.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall 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 coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

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

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One

Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

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 all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally 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. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not 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 has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. 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.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

14. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contract agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence

of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

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

Gunnison County:
County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to:
Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor:
Jason Amrich, CEO
Gunnison Valley Health
711 N. Taylor St.
Gunnison, CO 81230

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.

21. GOVERNING LAW.

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

22. COUNTERPARTS; FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a

subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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: _____

Its: Jason Amrich, CEO - GVH

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Provide a licensed Nurse Practitioner six (6) hours per week for health services provided at the jail to inmates as requested by the Gunnison County Sheriff's Office

2. Provide medication administration for all inmates with existing medication and prescribe medications as needed

3. Assist in providing medication administration in conjunction with the Gunnison Valley Nurse Psychiatric Mental Health Nurse Practitioner for any substance abuse or mental health related needs

4. Participate in staff meetings as requested by Gunnison County staff to discuss treatment plans and case progress

5. Work with the Gunnison County Sheriff's Office and other collaborating agencies toward a shared purpose or goal by partnering with corrections staff and others.

6. Keep and maintain proper medical records through the Gunnison Valley Health Electronic Health Record system

7. Complete all required documentation and paperwork for Gunnison County jail staff—MAR's sheets, medication inventory, etc.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Simple Gifts Grant Award; Rocky Mountain Health Fo

Action Requested: Discussion

Parties to the Agreement: Rocky Mountain Health Foundation

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

Summary:

Fiscal Impact: $10,000

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/11/2022

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

Comments:
A proper grant agreement would be optimal; in any case should a court determine this is a contract there appears to be no legal issue with acceptance of these funds. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/14/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

March 8, 2022

ROCKY MOUNTAIN HEALTH FOUNDATION

Stephen Otero

Colorado Division of Veterans Affairs, Veteran Services, Gunnison County

220 N Spruce St

Gunnison, CO 81230

Dear Stephen,

Congratulations! On behalf of the Board of Directors of Rocky Mountain Health Foundation, it is our pleasure to inform you that your funding request for **Colorado Division of Veterans Affairs, Veteran Services, Gunnison County** has been approved for **$10,000.** This one-year grant is subject to the following terms:

1. This grant is not in any way earmarked to support and carry on any lobbying or voter registration activity.

2. You agree to provide periodic progress reports on achieving the purpose of the grant.

3. You will notify Rocky Mountain Health Foundation if there is any change in your IRS status as a public charity, governmental, tribal, school or public entity throughout this funding cycle.

Funds will be sent directly to your organization via ACH deposit within the next two weeks. There is no guarantee of future funding from Rocky Mountain Health Foundation. **By accepting this grant payment, your organization agrees to the terms stated above.**

The Foundation may include information regarding this grant (the purpose of the grant, any photographs you may have provided, your logo, or other information about your organization and its activities) in the Foundation's reports, website, and news releases. Rocky Mountain Health Foundation board and staff appreciate and enjoy your thank you notes and emails, but prefer no public recognition for this grant such as certificates, plaques, or similar mementos, nor can we accept gifts.

The Foundation is looking forward to working with you on our shared commitment toward creating healthy communities on the Western Slope. We are proud to support your mission!

Sincerely,

Michaelle Smith, Executive Director Patricia Riddell, Chair, Board of Directors

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; Bishop of Pueblo; on behalf of Gu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County BOCC and Bishop of Pueblo

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

Summary:

Lease Agreement between the Gunnison County BOCC and the Bishop of Pueblo for Voter Service and Polling Center at Queen of All Saints Parish Hall. Two elections in 2022.

Fiscal Impact:

Submitted by: Diane Folowell Deputy Clerk **Submitter's Email Address:** dfolowell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/11/2022

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

Comments:
Appears legally sufficient. ASFR

Reveiwed by: GUNCOUNTY1\dbishop Discharge Date: 3/11/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/11/2022

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

Agenda Date: 4/5/2022

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 10th day of March, 2022, 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 401 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 2022 Primary and General Elections, as well as any Coordinated or other Elections involving the Gunnison County Clerk in 2022 ("2022 Election"); and

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 2022 Election, and use the same only as set forth in this Lease.

2. LEASE PERIOD.

This Lease shall be effective during 2022 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:

June 23 through June 25, 2022;
June 27 through June 29, 2022;
November 2 through November 5, 2022; and
November 7 through November 9, 2022

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 and enjoyment of Parish Hall, except

that all entries and uses shall not cause Gunnison County or any person to violate Colorado Law, including but not limited to the Colorado Election Code. In addition, in all cases except an emergency, Lessor shall endeavor to provide the County twenty-four (24) hours prior oral or written notice of any such entry or use.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor ONE THOUSAND TWO HUNDRED AND 0/100THS U.S. Dollars ($1,200.00) 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 and be solely responsible for the costs associated with utilities for heating, water, and electricity for Parish Hall during the term of this lease. 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 2022 Election. Gunnison County agrees to conduct its use 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 solely and exclusively be responsible 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 term of this Lease, except that Gunnison County disclaims all liability associated with such snow removal consistent with the liability provisions set forth in Paragraph 11 of this Lease, and shall be under no obligation to indemnify or hold harmless Lessor for this or for any other activity undertaken by Gunnison County pursuant to 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, upon receipt from Lessor of evidence of such damage and a written estimate for the reasonable costs of repair or replacement.

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. SALE, 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 sold to a third party, taken by eminent domain, or 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, and Gunnison County shall have no further obligations under this Lease.

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 located Parish Hall.

Gunnison County shall provide Lessor with copies of appropriate insurance policies, but 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. In addition, nothing in this lease shall be construed to require Gunnison County to indemnify or hold harmless Lessor, whether through the common law 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.

The County warrants and represents that no officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the County in 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. FORCE MAJEURE.

A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

15. COMPLIANCE WITH LAWS.

Both parties to this Lease shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to the Colorado Election Code, all as may be amended from time to time.

16. RELATIONSHIP OF PARTIES.

Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Lessor.

17. DEFAULT.

Either party 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.

18. 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.

19. 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 - Elections Office Attention: Diane Folowell 221 North Wisconsin Street Gunnison, CO 81230

20. 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.

21. 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.

22. 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.

23. 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 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.

24. COUNTERPARTS.

This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Lessor agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

25. 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 Simillion, Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

ATTEST:

_____
Deputy County Clerk

FOR THE BISHOP OF PUEBLO

By: _____
Father Andres Ayala-Santiago

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement with Subrecipient of Federal Recovery Fu

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins: 07/01/2021 **Term Ends:** **Grant Contract #:**

Summary:

Signature needed in two places to confirm adherence to federal provisions of the ARPA funding providing to Gunnison County

Fiscal Impact: 65156

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/10/2022

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

Comments:
Appears legally sufficient, but HHS will need to ensure it complies with the list of federal laws to ensure no breach of the agreement. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/14/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

COLORADO
Department of Public Health & Environment

MEMO

Title: Public Health Practice, Planning, & Local Partnerships (OPHP) American Rescue Plan Act (ARPA) Grant Agreement Amendment FY22	**Office/division:** Office of Public Health Practice, Planning, & Local Partnerships Office Director: Michele Shimomura	
Program area: Core Public Health Services Services		
To: Colorado Local Public Health Agencies		
Issue date: January 31, 2022	**Effective:** July 1, 2021	**Expires:** June 30, 2022

Action Requested:

All local public health agencies with a Purchase Order from CDPHE for American Rescue Plan Act (ARPA) Local Support and Planning funds are requested to have your respective jurisdiction's signing authority sign in **two** places:

1) Exhibit E (Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS"), Page 19.

2) The memo signature page, Page 28

These signatures will indicate 1) an agreement to the provision in Exhibit E and, 2) an agreement to both Exhibit D and Exhibit E, and confirmation of the receipt of this Memo.

Background:

CDPHE has issued unilateral purchase orders (PO's) for allocation of ARPA funding to LPHAs. The statement of work supports core public health services as seen at this link. LPHA ARPA budgets were developed within the ARPA Expense Categories seen at this link.

As required through the US Treasury, the following exhibits have been added and incorporated into the ARPA Core Service agreement.

i. **Exhibit D, Federal Provisions**

ii. **Exhibit E, Agreement with Subrecipient of Federal Recovery Funds**

Regulators at all levels are requiring increased transparency and reporting of these funds and subrecipients must retain specific documentation on all uses of these funds.

To confirm adherence to the federal provisions, CDPHE requires a copy of Exhibit E be signed and returned by email. The Exhibit E signature should follow local signatory rules and

delegation of authority. **The signed Exhibit E and Memo page must be emailed to Michael Sieffert by April 15, 2022.**

Funding Source:

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Amount to Local Public Health Agencies through CDPHE's Office of Public Health Practice, Planning, and Local Partnerships	$10,000,000
Expenditure Term of Purchase Order	July 1, 2021 - June 30, 2021

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant 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 Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

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 Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "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.

2.1.3. "Entity" means:

2.1.3.1. a Non-Federal Entity;

2.1.3.2. a foreign public entity;

2.1.3.3. a foreign organization;

2.1.3.4. a non-profit organization;

2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.

2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.

2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.

2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.9. “Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.10.2. Is not organized primarily for profit; and

2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.14. “Subaward” means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.15. "Subrecipient" or "Subgrantee" 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 does not include an individual who is a beneficiary of a federal program.

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. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. 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;

2.1.16.3. 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;

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

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

2.1.16.6. 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.

2.1.17. "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.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Grantee 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. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee 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. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee 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 $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. Effective Date and Dollar Threshold for federal Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

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. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

a. Number of people or households receiving eviction prevention services (including legal representation)
b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

a. Measurement of the metric.

Other Economic Support (EC 2.13)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

a. Number of workers enrolled in sectoral job training programs
b. Number of workers completing sectoral job training programs
c. Number of people participating in summer youth employment programs
d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.

c. National Center for Education Statistics ("NCES") School ID or NCES District ID
d. Number of students participating in evidence-based tutoring programs

Housing Childhood Environments (EC 3.6-3.9)

a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)
b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6), Healthy Childhood Environments: Home Visiting (EC 3.7), Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8), Healthy Childhood Environments: Other (EC 3.9), Housing Support: Affordable Housing (EC 3.10), Housing Support: Services for Unhoused Persons (EC 3.11), Housing Support: Other Housing Assistance (EC 3.12), Social Determinants of Health: Other (EC 3.13), Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14), Social Determinants of Health: Community Violence Interventions (EC 3.16)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

c. Number of people or households receiving eviction prevention services (including legal representation)
d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

a. Projected/Actual construction start date (month/year)
b. Projected/Actual initiation of operations date (month/year)
c. Location (for broadband, geospatial location data)
d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

Broadband projects (EC 5.16-5.17)

a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
    a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
    b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps upload and download speed.
b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
    a. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    b. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    c. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those

not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

Infrastructure Project-Specific Reporting Requirements (EC5)

a. Unique requirement(s), if applicable

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

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

8.1.2.3. Subrecipient parent's organization DUNS Number;

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

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

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

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

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

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

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the

State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. 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.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement 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 agreement," the Prime Recipient or 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, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal 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. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees 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 Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in 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 Agreement, 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.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime 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 Grantee 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.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant 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 Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

TERMS AND CONDITIONS

1. Use of Funds.

    a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

    b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records

    a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

    c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determineare inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure 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. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Colorado Department of Public Health and Environment
Office of Public Health Practice, Planning, & Local Partnerships
American Rescue Plan Act, Grant Agreement Amendment FY22

American Rescue Plan Act (ARPA) Memo Signature

By signing this page the authorized representative for the Local Public Health Agnecy acknowledges receipt of this memo, understands and agrees to the additional provisions for ARPA. This signature indicates 1) an agreement to the provisions in Exhibit E, 2) an agreement to Exhibit D and, 3) confirmation of the receipt of this Memo.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application Approval; FY 2021-22 County Gran

Action Requested: Discussion

Parties to the Agreement: Department of Health Care Policy and Finance

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

Summary:

Funding will be used to implement new county administration procedures and policies

Fiscal Impact: $17,782.00

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/16/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

Gunnison County Department of Health and Human Services
220 N. Spruce St., Gunnison, CO. 81230
Ph. 970-641-3244

Letter of Intent

1. Gunnison County intends to utilize funding to implement regulatory changes in 10 CCR 2525-5 1.020. Targeted grant activities are tied to the Strategic Direction of HCPF including Customer service and Operational excellence:

Targeted Grant Activities	
#2 – 1.020 Documentation	The county department will be working to write, approve and train staff on new policies and procedures resulting from 1.020. This includes changes to 1. Administrative Internal Controls 2. Access to State Automated Systems 3. Nondiscrimination policy 4. Civil Rights Plan 5. Communications 6. Quality and Compliance
#3 – 1.020 Staff Time and Resources	The county department is will be spending staff time and resources on any activities or duties relating to ensuring 1.020 program requirements are met at initial implementation, this includes: 1. Attendance at all implementation trainings 2. Writing, approving and training new staff on policies and procedures

2. Budget

Expense(Direct)	
Salaries(7 staff)X75 hrs	$13,482.00
Benefits	$4300.00
Total	$17,782.00

3. Monitoring
   Gunnison County will participate in quarterly check-ins, site visits and one year-end report out.

COLORADO
Department of Health Care Policy & Financing

INFORMATIONAL MEMO

TITLE:	**COUNTY ADMINISTRATION RULES TECHNICAL ASSISTANCE MEETINGS AND GRANT FUNDING ANNOUNCEMENT**
SUPERSEDES NUMBER:	**N/A**
EFFECTIVE DATE:	**FEBRUARY 23, 2022**
DIVISION AND OFFICE:	**COMMUNICATIONS AND GOVERNMENT RELATIONS; POLICY, COMMUNICATIONS, AND ADMINISTRATION OFFICE**
PROGRAM AREA:	**COUNTY RELATIONS AND ADMINISTRATION**
KEY WORDS:	**COUNTY ADMINISTRATION, RULES, TECHNICAL ASSISTANCE**
INFORMATIONAL MEMO NUMBER: HCPF IM 22-007 **ISSUE DATE: FEBRUARY 23, 2022** **APPROVED BY: JOSHUA MONTOYA**	

HCPF Memo Series can be accessed online: https://www.colorado.gov/hcpf/memo-series

Purpose and Audience:

The purpose of this Informational Memo is to inform county departments of human/social services and eligibility sites of a series of meetings held by the Department of Health Care Policy and Financing (HCPF) to assist in the implementation of new regulatory requirements promulgated in 10 CCR 2505-5 1.020. These sessions will review newly issued sub-regulatory guidance that support the new regulations. County and eligibility site staff who are responsible for implementing program requirements are encouraged to attend.

Information:

In September of 2021, an updated set of county administration rules, found at 10 CCR 2505-5 1.010 and 10 CCR 2505-5 1.020, were passed through Executive Director rulemaking. These new rules include county requirements for accessibility and civil rights plans, training, county communications, knowledge/information sharing, merit-based staffing, quality assurance, performance management, and customer service. To ensure that county and eligibility site directors and staff can adjust to and implement

these new sets of guidance, HCPF will be hosting a series of technical assistance meetings. At each meeting, the memo's author(s) will present the guidance and answer any questions regarding the implementation. These meetings will take place every two weeks and will focus on a maximum of two (2) new memos each.

Meeting Schedule

An invite has been sent to county and site directors, deputy directors and managers; the meeting link is included in the invite. If you do not receive an invite and would like to attend, please send an email to our department contact listed below.

The schedule for the technical assistance sessions, subject to change, is as follows:

- Friday, March 4th 8:30 – 10:00am
    - County Communications
    - Merit Based Staffing
- Monday, March 14th 12:00pm – 1:30pm
    - Knowledge/Information Sharing
    - Accessibility/Civil Rights
- Monday, March 28th 12:00pm – 1:30pm
    - Training
    - Quality Assurance
- Monday, April 11th 12:00pm – 1:30pm
    - Desk Reviews
    - Access to Systems
- Monday, April 25th 12:00pm – 1:30pm
    - Performance Management
- Monday, May 9th 12:00pm – 1:30pm
    - Customer Service

Participation in these meetings is completely voluntary. These meetings will be recorded and made available for those who aren't able to attend.

Targeted Grant Funding Announcement – FY 2021-22 County Grant Program

To support county efforts aimed at implementing the regulatory changes in 10 CCR 2505-5 1.020, the Department will release $300,000 in funding from the County Grant Program. These targeted grants will allow counties to request reimbursement for time and activities expended resulting from implementation of the new regulatory changes.

To be eligible for funding, the county department of human/social services must send an Intent to Apply to the Department contact listed below.

1. This Intent to Apply must include responses to each of the targeted grant criteria in Table 1.
    a. If the county addresses each of the targeted grant criteria, the funding request will be reviewed to ensure the request meets minimum requirements as outlined in Appendix D: County Grant Program Conditions of Funding and Monitoring Plan.
2. All funding requests that meet all targeted grant criteria and minimum Monitoring Plan requirements will be funded until grant funding is exhausted at the total $300,000 maximum budget.
3. No formal application is required.
    a. The county should provide details and a preliminary budget on how their funding request meets both the targeted grant criteria and Monitoring Plan requirements.
    b. The Intent to Apply should be on the county department's formal letterhead and sent electronically to the Department contact.
    c. Subject line of email should reference Targeted Grant Funding Intent to Apply.
4. Requests for funding must be received by close of business, March 15, 2022, 2022.
5. Funding must be expended by June 30, 2022.

Table 1

Targeted Grant Criteria	Description
#1 –10 CCR 2505-5 1.020 Implementation	The county department is actively (or will be) implementing a specific requirement from the revised 10 CCR 2505-5 1.020 regulatory changes and details what that implementation is.
#2 – 1.020 Documentation	The county department is actively (or will be) working to write, approve and train staff on new policies and procedures resulting from 1.020 requirements[1] and details what those policies and procedures are

[1] This funding does not cover training costs relating to those state-created and required trainings provided by the Staff Development Center, as detailed in 10 CCR 2505-5 1.020.3.3.c.i

#3 – 1.020 Staff Time and Resources	The county department is actively (or will be) spending staff time and resources on any activities or duties relating to ensuring 1.020 program requirements are met at initial implementation[2]
#4 – 1.020 Technology and Process Improvement	The county department is actively (or will be) expending resources on technology costs or process improvements

To be eligible for funding, the county's funding request must meet at least one (1) of the targeted grant criteria but can also meet multiple criteria. The county's funding request must provide sufficient detail to ensure that any approved grant expenditures are utilized solely for the purpose for which they are intended.

Audits and Sanctions for inappropriate expenditures are detailed in Appendix D: County Grant Program Conditions of Funding and Monitoring Plan.

Attachment(s):

None

Department Contact:

HCPFCountyRelations@state.co.us

[2] This funding is not available to cover ongoing operational costs; funding is restricted to initial implementation costs only

COLORADO
Department of Health Care Policy & Financing
1570 Grant Street
Denver, CO 80203

Appendix D: County Grant Program Conditions of Funding and Monitoring Plan

Acceptance of Conditions of Funding

By completing and submitting the FY 2021-22 County Grant Program Application, the applicant is agreeing, to abide by the County Grant Program Conditions of Funding and Department finance rules as stated in 10 CCR 2505-5 if the proposed project is approved.

County Grant Program Conditions of Funding can be found in Appendix D. The applicant's proposed project may come with additional Conditions of Funding. Any additional conditions will be listed on the applicant's Award Letter. All Conditions of Funding must be met to be eligible for funding through the County Grant Program. **Failure to comply with the Conditions of Funding and Monitoring Plan may result in disallowances**, per Appendix D, Subrecipient Monitoring, Audits and Sanctions.

Attached to the grantee's Award Letter is an intergovernmental grant agreement that is signed by the Department's Executive Director. The intergovernmental grant agreement codifies the County Grant Program's Conditions of Funding and Monitoring Plan with the grantee. The expenditure of any grant funding after issuance of the intergovernmental grant agreement indicates that the grantee agrees to abide by all applicable rules, regulations, requirements and conditions. **The intergovernmental grant agreement is unilateral and does not require signature from the grantee.**

Application Process Conditions of Funding

The applicant's proposed project must be replicable statewide or regionally, if the project is deemed a success. Projects that are not replicable statewide or regionally are not eligible for funding.

If a county is approved for a project in which other counties participate, the awarded county is responsible for obtaining a letter of support from each participating county. Each participating county must identify and designate a contact person within their human services office to be the accountable designee for that county's participation in the grant.

Funding requests exceeding the fiscal year's average application funding request amount may be required to provide additional information and/or supplemental documentation during the application scoring process and/or interview. Those applicants impacted by this requirement may be notified prior to the scoring process and/or interview.

The applicant must provide quotes, letters of support, or other documentation in support of budget requests for proposed projects where the county will serve as a pass-through entity for county grant program funds.

The Department strives to be a good steward of taxpayer resources. Applications that can lead to wasteful spending, inappropriate use, or violations of federal or state laws will be denied at the Executive Director's discretion.

Budget Conditions of Funding

Grant projects funded through the County Grant Program can be completed after the end of the fiscal year per Department approval; however, **grant funding must be expended no later than June 30, 2022**, unless otherwise communicated to the Department. Project deliverables are **due to the Department no later than July 15, 2022**.

Grant funds will only be used as specified in the approved grant proposal. No other expenditures other than those directly tied to the proposed project and described on the line-item budget submitted with the grant application are allowed.

Indirect costs are not allowable expenses in the Itemized Budget and will be denied.

The Department considers outreach mailing costs for printing, stuffing envelopes and postages an indirect cost. In addition, supplies, utilities, office equipment rental, desktop computers, and cell phones fall under indirect costs, which are not allowed for this grant, unless otherwise approved by the Department. County Grant Program funds shall not be used for any advocacy purposes. The grantee cannot pay for lobbying on any topics/issues on behalf of others. The grantee cannot either support nor promote any topics (issues) that are not approved within the grant application.

If approved, the grantee shall act as the primary point-of-accountability responsible for implementing the Statement Of Work (SOW) provided on the grant application. If the grantee contracts or sub-contracts any portion of the approved SOW, it is the grantee's responsibility to ensure the roles and responsibilities of the contractor or sub-contractor are written, that performance expectations are included in the contractor or sub-contractor's documented roles and responsibilities and that the contractor or sub-contractor fulfills the entirety of the SOW and complies with all the Conditions of Funding stated in the document.

Grant Program funds are intended to fulfill one-time funding requests, and the Department may deny any request for a continuation of a project from the previous fiscal year or additional funding for an ongoing project. Projects that were not completed satisfactorily in prior years will be denied per the Department's discretion.

Reimbursement of expenditures related to this grant must occur through the County Financial Management System (CFMS). All expenses are to be entered using the following CFMS account codes to request reimbursement. The Department will report the correct CFMS account code in the Award Letter.

All expenditures associated with the approved grant proposal must occur **on or before June 30, 2022;** expenditures should be entered in CFMS **no later than July 8, 2022**. Expenses submitted after this date will not be reimbursed.

Proposed projects can be based on estimates of costs. Actual costs may require budget flexibility in the Itemized Budget. Funds may be moved from one line-item to another in these instances but require an updated Itemized Budget be submitted **no later than July 15, 2022**. However, any changes to the Itemized Budget may not exceed the original request for funding that was approved. In addition, funds may only move from one previously-approved line-item to another; after the approval of the proposed project, new line-items in the Itemized Budget are not allowed.

Expenditures above the proposed project's budget will not be allowed. Any expenditures above the approved project's budget must be paid for with county-only funds at the Department's direction.

Cost Allocation Conditions of Funding

Proposed projects that impact other public assistance programs managed by the Colorado Department of Human Services or county only programs will be cost allocated based upon the Centers for Medicare and Medicaid Services (CMS) approved methodology. This cost allocation methodology is dependent on the proposed project and how it impacts other public assistance programs. The Department will provide the correct cost allocation methodology when a proposed project is approved. In addition, 100% time reporting may allow for a greater cost allocation than the cost allocation methodology described above, if the grantee selects this option.

For approved projects where the true cost to Medical Assistance is unknown or ambiguous, the staff supporting the proposed project may be required to complete 100% time reporting to support expenses associated with the project. Applicants will be notified of this requirement in the Award Letter.

Contractor and Subcontractor Conditions of Funding

Contracts and subcontracts that are paid for with state and federal Medicaid administration funds should meet robust contractual requirements as found in the federal government's OMB guidance. These requirements help ensure that taxpayer dollars are spent wisely and with the public interest in mind. Counties using county grant program funds should strive to meet best practices identified by the Department. A review of contracts and subcontracts is required during the implementation of the grantee's monitoring plan.

Best Practices for Contracts and Statements of Work
Do performance metrics exist and are they tied to HCPF (Pillars of Strategic Direction) and county goals? HCPF Pillars of Strategic Direction • Health Care Affordability for Coloradans • Medicaid Cost Control • Member Health • Customer Service • Operational Excellence
Are Program staff and their Management clear on program expectations and have they been clearly included in drafting and review of the contract?
Is there a structured performance review process?
Termination
If state or federal funds are included in the contract, does the contract include the standard template termination for public-interest and termination for cause boilerplate clauses (termination in the public interest allows termination if the legislature, judiciary, or Governor determines the program or contract no longer serves the interests of the state)?
Does the contract include the ability to create variable or progressive corrective action plans outside of the standard contract remedies?
Is there a contingency plan describing what will happen if work is not completed, contract is terminated, or new vendor is selected?
Does the contract require the contractor to provide sufficient project documentation to ensure ongoing success without the vendor in the event the contract is terminated? Does the contract include appropriate actions for a close-out period due to a contract termination?
Payment
Are payments tied to one of the following: 1. Meeting specific performance standards 2. Completing deliverables
Is payment competitive with the market for these services?
Partnership
Does the contract empower the contract manager to hold the vendor accountable for responsiveness to individual issues, assigning quality trained personnel to project, delivering quality outcomes, and engagement at meetings and presentations?
Innovation
Is there criteria in the contract that provides incentives or requirements for the vendor to provide thought leadership, best practices, or process improvement recommendations?
Is the vendor required to continuously identify the best solutions, technology and processes for the state including, proposing new capabilities or technologies as they become available

County Grant Program Monitoring Plan

Grantees are **required** to participate in Quarterly Check-Ins, which will include a minimum of one Site Visit and one Year-End Report Out. Failure to comply with the County Grant Program Monitoring Plan may result in disallowances per Appendix D, Subrecipient Monitoring, Audits and Disallowances.

To fulfill the requirements of the Quarterly Check-In(s) and/or Site Visit(s), the grantee must submit, no later than the following deadlines, proposed dates for the calendar quarter in which the Quarterly Check-In(s) and/or Site Visit(s) will occur.

FY 2021-22 Quarter	Deadline to Submit Report Matrix Proposed Dates	Proposed Quarterly Check-In/Site Visit Dates
Quarter 1 July 1 - September 30	October 5, 2021	October 11 – 22, 2021
Quarter 2 October 1 – December 31	January 5, 2022	January 10 - 21, 2022
Quarter 3 January 1 – March 31	April 6, 2022	April 11 – 22, 2022
Quarter 4 April 1 – June 30	Year-End Report Out in June 2022 will count for Q4 Check-In	

For Quarterly Check In compliance, the grantee will use the Quarterly Check In Matrix template to provide necessary updates to the Department. Quarterly Check In meetings must include the following information below: Failure to provide all the required information on or before the due date will be considered late.

FY 2021-22 Quarterly Check In Date	Check In Topic
Quarter 1 July 1 - September 30 *Conference Call*	1. Project Work Plan Review and Further Clarification 2. Setting Effective Expectations for Contractors 3. Contract Implementation and Language – Joint Review and Expectations 4. Data & Matrix Measurement - Update 5. Ensuring Information Security, if applicable 6. Review of Quarterly Check In Matrix expectations
Quarter 2	1. Follow Up on Project Work Plan

October 1 – December 31 *Conference Call*	2. Contracts Execution – Update 3. Review of Quarterly Check in Matrix 4. Data & Matrix Measurement - Update 5. Budget breakdown Tracking - Update
Quarter 3 January 1 – March 31 *Department In-Person Site Visit*	1. Follow Up on Project Work Plan 2. Contracts Update 3. Review of Quarterly Check In Matrix 4. Data & Matrix Measurement - Update 5. Budget breakdown Tracking - Update 6. In-person walk through of project or meeting with important stakeholders
Quarter 4 April 1 – June 30 *Travel to Denver/Virtual Presentation*	1. Year End Report Out presentation 2. Budget Actuals – Final itemized budget 3. Closeout or Continuity/Sustainability Plan, if applicable

The Year-End Report Out requirement allows for travel costs for the Grant Program Manager and one (1) additional staff, if necessary. The formal presentations on the project will be in June 2021 at the Departments office in Denver, CO. State fiscal travel rules must be followed in funding requests for travel reimbursement for the Year-End Report Out.

A Final Deliverable must be submitted to the Department **no later than close of business July 15, 2022**. The Final Deliverable can vary based on the proposed project but must include a final itemized budget with actual costs, the overall project plan, implementation process of the project, intended outcomes, successes, challenges, best practices identified/applied, and if the project can be implemented by other counties/statewide.

Additionally, the Final Deliverable should include a Closeout or Continuity/Sustainability Plan for how the work will continue after the fiscal year has ended.

Subrecipient Monitoring, Audits and Sanctions

The grantee shall ensure that it complies with all applicable federal rules and regulations, found at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, commonly known as the Uniform Guidance, and State guidance issued by the Colorado State Office of the Controller (OSC). The grantee is responsible for completion of a subrecipient versus contractor determination for any funds pass- through to an outside vendor. The OSC's OMB Subrecipient Guide is available to assist the grantee in meeting OSC requirements for monitoring of subrecipients. Additional guidance regarding 2 CFR Part 200 is available on the OSC's OMB Guidance website.

Records are required documenting all expenses and accounting for the uses of all grant funds and must be provided upon request and without delay.

All tasks and expenditures associated with the proposed project are subject to review by Department staff and/or an external auditor, per 10 C.C.R. 1.010.8.C, Audits by the Colorado Department of Health Care Policy and Financing, at any time and without prior Notification.

Failure to comply with any oversight requirements as listed in Appendix D, Conditions of Funding, are subject to County Administrative Rules as stated in 10 C.C.R 1.020. If the grantee fails to comply with 10 C.C.R. 1.010.8.C, 10 C.C.R. 1.020, or any requirement listed in Appendix D, County Grant Program Conditions of Funding or the Award Letter, the Department may, at its discretion, and only after the remedies described in 10 C.C.R. 1.020 are exhausted, subject the grantee to disallowance per 10 C.C.R. 1.020.2, Sanctions. The Department's decisions based on requirements in Appendix D, Audits and Sanctions, are final and not subject to appeal.

Non-compliance with quarterly reporting: The Department will deduct $500.00 from the grantee's approved line-item budget for each untimely Quarterly Check-In Matrix; this action is to be taken at the Department's discretion. Untimely is considered when a grantee submits the matrix report late without requesting extension or notifying the Department ahead of time.

Non-compliance with County Grant Program Monitoring Plan: Grantees that do not submit two (2) out of the four (4) of the Quarterly Check-In Matrices timely per the deadlines and due dates listed in the Monitoring Plan may have their access to grant funds terminated in the fiscal year the funds were approved; termination is at the Department's discretion. The grantee's project will be closed, and the grantee will not be reimbursed for any expenditures after the termination effective date. The grantee can informally appeal this termination decision by regaining compliance with the County Grant Program Monitoring Plan. If the grantee does not regain compliance, then the informal appeal will be denied. The Department's decision on any appeal is final.

For federal financial reporting purposes, the grantee should utilize the Catalog of Federal Domestic Assistance (CFDA) number for the appropriate program. These are Medicaid CFDA 93.778 and the Child Health Plan *Plus* (CHP+) CFDA 93.767.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's signature; Simp

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Health Foundation

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

Summary:

County Manager electronic signature to receive $9,000 grant for GCSAPP. Required by 3/25/22.

Fiscal Impact: $9,000

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/11/2022

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

Comments:
CAO should be afforded an opportunity to review the grant agreement for legal sufficiency. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/14/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

03/09/2022

Emily Mirza

Gunnison County Substance Abuse Prevention Project

200 E Virginia Ave

Gunnison, CO 81230

Dear Emily,

Congratulations! On behalf of the Board of Directors of Rocky Mountain Health Foundation, it is our pleasure to inform you that your funding request for **Gunnison County Substance Abuse Prevention Project** has been approved for **$9,000.** This one-year grant is subject to the following terms:

1. This grant is not in any way earmarked to support and carry on any lobbying or voter registration activity.

2. You agree to provide periodic progress reports on achieving the purpose of the grant.

3. You will notify Rocky Mountain Health Foundation if there is any change in your IRS status as a public charity, governmental, tribal, school or public entity throughout this funding cycle.

Funds will be sent directly to your organization via ACH deposit within the next two weeks. There is no guarantee of future funding from Rocky Mountain Health Foundation. **By accepting this grant payment, your organization agrees to the terms stated above.**

The Foundation may include information regarding this grant (the purpose of the grant, any photographs you may have provided, your logo, or other information about your organization and its activities) in the Foundation's reports, website, and news releases. Rocky Mountain Health Foundation board and staff appreciate and enjoy your thank you notes and emails, but prefer no public recognition for this grant such as certificates, plaques, or similar mementos, nor can we accept gifts.

The Foundation is looking forward to working with you on our shared commitment toward creating healthy communities on the Western Slope. We are proud to support your mission!

Sincerely,

Michaelle Smith, Executive Director Patricia Riddell, Chair, Board of Directors

Simple Gifts Grant Application

Instructions:

- If you have questions or need help completing the application, please contact us at 970-644-8188.

ORGANIZATION INFORMATION

Legal Name of Organization

Gunnison County

Preferred Name of Organization:

Gunnison County Substance Abuse Prevention Project

9-digit FEIN

Requested format: xx-xxxxxxx

84-6000770

Website

https://www.gunnisoncounty.org/156/Gunnison-County-Substance-Abuse-Preventi

What is the amount of your current organization budget:

$305,523

What is the amount of your request? Please round to the nearest thousand. (ex. $6000, not $5700)

$9,000

What is your organization's mission?

The mission of the Gunnison County Substance Abuse Prevention Project (GCSAPP) is to utilize evidence-based strategies and community mobilization to reduce substance abuse by youth in Gunnison County in order for youth to be healthy, stable, and productively involved in their communities.

Who does your organization serve?

GCSAPP is a community coalition that uses education, policy, and programming informed by community data, needs, and culture to promote protective factors and reduce risk factors. GCSAPP primarily serves youth and families but works to reduce substance use, promote mental health and provide prevention education and messaging to the community as a whole. Utilizing positive youth development (PYD) as a framework for the coalition, youth are supported and celebrated in making healthy decisions and youth voice informs programming, policies, and practices implemented in the community and for young people. This funding opportunity would primarily serve 6th-12th grade youth.

What services/activities do you provide?

The purpose of the GCSAPP is to provide youth and family engagement, education, healthy activities and multi-systems implementation services to youth and their families so they can stay connected with their family and community, make healthy choices, resiliently respond to stress in healthy ways and delay the use of alcohol, tobacco and other drugs. Through the Communities That Care (CTC) strategic framework, the GCSAPP coalition identified two strategies to strengthen protective factors in Gunnison County; Promote PYD and the Social Development Strategy broadly across the community and provide education on toxic stress to build support for family friendly workplaces. GCSAPP utilizes upstream and primary prevention efforts, beginning with elementary school children and their parents. This funding opportunity would support PYD with 6th-12th youth as the target population to increase healthy youth programming, leadership opportunities, and youth voice through focus groups.

What results do you expect to see?

Creating opportunities to for youth to learn, spaces to practice skills, platforms for youth to voice to be heard, and compensating youth for their time are core components of PYD and components the coalition works to implement. We expect to see an increase in young people attending opportunities facilitated by the coalition and community partners. Informed by youth, we intend to diversify the opportunities provided to increase engagement and access for youth from diverse backgrounds and home life.We will track this through attendance at programming, leadership opportunities, and focus groups.

How many people will you serve?

400

What counties will you directly impact? Check all that apply.

Gunnison

Gunnison - estimate the number of people served

400

In the boxes below, please ESTIMATE the percentage of people served in each of these ethnicity/race categories. The total should equal 100%. *Why do we ask this question? Equity – the equality of outcome -- is one of the Foundation's core values. We support equity by identifying and helping to eliminate disparities that keep people from a healthy life. One indicator we consider is the demographic profile of the people you serve and especially how it compares to the ethnic profile of the community. Preference will be given to organizations that collect and use demographic data.*

Asian/Asian American %

0

Black/African American %

0

Hispanic, Latinx, or Spanish Origin %

15

Indigenous peoples %

0

Middle Eastern/North African %

0

Multiracial People %

0

White/European %

85

Unknown %

0

Step 2 - Award Acceptance

Close (/sp/workflow/rocky_mountain_health_foundation_simple_gifts?path=34279011)

Check here to accept award:

Accept

Signature

Enter your full name to indicate that you understand and accept the terms of your 2022 Simple Gifts Grant.

Matthew Birnie, County Manager

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(http://www.wizehive.com/)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: NEOGOV Services Agreement; Human Resources; for Go

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Department Feedback requires more support in recruitment from HR and the current climate requires additional advertising to bring in applicants. This contract is a very reasonable price. We had 60+ job postings in 2021. If posted on an individual basis it would be $199/per post. Budget will be

Fiscal Impact: $1,715.40

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
3 year contract totaling roughly $5,700. 30 day payment required.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/3/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/16/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

NEOGOV



HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd, Suite 565
El Segundo, CA 90245
United States
billing@neogov.com

Customer:

Gunnison, County of (CO)
200 E Virginia Ave
Gunnison, CO 81230-2248
USA

Quote Valid From: 1/26/2022
Quote Valid To: 3/21/2022

Quote Number: Q-04102
PaymentTerms: Annual,Net 30

Employee Count: 175
Order Summary

GovernmentJobs.com Annual Posting Subscription 1st Year — 10% Discount

Service Description	Start Date	End Date	Term Price
Governmentjobs.com Subscription			$1,715.40
GovernmentJobs.com Annual Posting Subscription 1st Year TOTAL:			$1,715.40

GovernmentJobs.com Annual Posting Subscription 2nd Year — 3% Increase

Service Description	Start Date	End Date	Term Price
Governmentjobs.com Subscription			$1,963.18
GovernmentJobs.com Annual Posting Subscription 2nd Year TOTAL:			$1,963.18

GovernmentJobs.com Annual Posting Subscription 3rd Year

3% Increase

Service Description	Start Date	End Date	Term Price
Governmentjobs.com Subscription			$2,022.00
GovernmentJobs.com Annual Posting Subscription 3rd Year TOTAL:			$2,022.00

ORDER TOTAL:	**$5,700.58**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

5. Termination for Non-Appropriation of Funds. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Agreement under this provision, Customer agrees not to replace the services with functionally similar products or services for a period of one year after the termination of the Agreement.
6. Upon request, NEOGOV shall provide certificates of insurance demonstrating General Liability, Workers' Compensation, Professional Liability (Errors and Omissions), Cyber Security Insurance and, if applicable, Business Automobile Liability. The Cyber Security Insurance Policy shall name the Customer as an Additional Insured. All policies shall be for values not less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injury(ies) to two or more persons in any single occurrence (i.e. in the aggregate). Policies shall be written on an occurrence form but if that is not feasible, then claims-made coverage may be accepted provided the retroactive date is on or before the Effective Date or the first date any service or goods were furnished to Customer, whichever is earlier, and continuous coverage is maintained for three (3) years after the completion of Services or termination of this Agreement, whichever is later.

7. The parties understand and agree that Customer is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S. Nothing in this Ordering Document or its Services 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 Governmental Immunity Act or otherwise.

"Gunnison, County of (CO)"		**NEOGOV**	
Signature:		Signature:	
Print Name:	Matthew Birnie Gunnison County Manager	Print Name:	
Date:	3-18-2022	Date:	

NEOGOV

NEOGOV SERVICES AGREEMENT

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You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription") . "Authorized Users" means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

   b) Delivery and Subscription Term. NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

   c) Content and Program Documentation. Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other

content, or create any derivative works of the Licensed Content. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

3. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

4. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

5. Term and Termination.

   a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

   b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

6. Service Specifications. "Service Specifications" means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at https://www.neogov.com/service-specifications or provided upon Customer request. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations,

rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

7. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

   b) Training Materials; Support. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

   c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.

   d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case.

   e) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

8. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

9. Data Processing and Privacy.

   a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and

operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

b) Privacy Policy; Data Processing Agreement. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at https://www.neogov.com/privacy-policy. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information form users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at https://www.neogov.com/service-specifications is incorporated herein by reference.

c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

d) Breach Notice. In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).

10. Subcontractors; Third Party Products. NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.

11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data

constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

12. Representations, Warranties, and Disclaimers.

a) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

d) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

e) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.

13. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. All users of the Services are obligated to abide by the Terms of Use available at https://www.neogov.com/terms-of-use. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

14. Indemnification.

    a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:

        i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
        ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and
        iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.

    b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

    c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

    d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

16. E-Signatures.

a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.

b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOOGV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.

c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.

d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

17. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may

be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.

19. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.

20. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

21. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

22. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This

Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

23. General. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Local Affairs IHOP Grant and Amendme

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:** CA#1 IHOP PLN006

Summary:

This grant is to to implement performance based land use system/policy updates, subdivision code and locational standards revisions, and mobile home community

Fiscal Impact: $150,000

Submitted by: M Bollig for Beth Baker **Submitter's Email Address:** bbaker@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/17/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/18/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/18/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

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IHOP
CTGG1 NLAA 2022*2715

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	**DLG Portal Number** IHOP PLN006	**CMS Number** 172529
Grantee Gunnison County	**Grant Award Amount** $48,750.00	**Retainage Amount** $2,437.00
Project Number and Name IHOP PLN006 – Gunnison County Land Use Resolution Housing Revisions	**Performance Start Date** The later of the Effective Date or November 23, 2021	**Grant Expiration Date** September 30, 2023
Project Description The Project consists of implementation of performance based land use system/policy updates, subdivision code and locational standards revisions, and mobile home community revisions to incentivize and/or reduce barriers to affordable housing development in Gunnison County.	**Program Name** Innovative Housing Planning Grant Program (IHOP)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager **Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)**		
DOLA Regional Assistant **Katherine Boozell, (970) 473-4947, (katherine.boozell@state.co.us)**	**VCUST#** **14260**	**Address Code** **CN001 EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Christy Wiseman
7047548543B74E2...

By: Christy Wiseman, IHOP Program Manager

Date: 12/3/2021 | 10:53 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Rick M. Garcia, Executive Director

DocuSigned by:
Rick M. Garcia – DOLA
8139CF536BC34AC...

By: Rick M. Garcia, Executive Director

Date: 12/3/2021 | 2:15 PM MST

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick – DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 12/6/2021 | 4:47 PM MST

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TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 24-32-130 (Local Government Planning Grant Program) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

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accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

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

D. "**Exhibits**" means the following exhibits attached to this Grant Award Letter:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. "**Grant Award Letter**" or "**Grant**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

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

L. "**Incident**" means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. **"Other Funds"** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

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Q. "**Performance Start Date**" means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

R. *Reserved.*

S. *Reserved.*

T. *Reserved.*

U. "**Project**" means the overall project described in **Exhibit B**, which includes the Work.

V. "**Project Budget**" means the amounts detailed in **§6.2** of **Exhibit B**.

W. *Reserved.*

X. *Reserved.*

Y. "**Services**" means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.

Z. "**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 State personnel records not subject to disclosure under CORA.

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

BB. "**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.

CC. "**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.

DD. *Reserved.*

EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

JJ. "**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

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5. PURPOSE

The purpose of the Innovative Housing Planning Grant Program is to assist political subdivisions to assess the housing needs of its communities and promote the development of affordable housing. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.

ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

iii. 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.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

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10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (http://oit.state.co.us/ois) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee 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. Grantee shall provide the State with access, subject to Grantee'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 Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee 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.

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11. CONFLICTS OF INTEREST

Grantee 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 Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

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

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.

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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 Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter 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.

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter 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 Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

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

i. Any executed Option Letter

ii. The provisions of this Grant Award Letter.

iii. The provisions of any exhibits to this Grant Award Letter.

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G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. *Reserved*.

L. Digital Signatures

If any signatory signs this Grant 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 Grant by reference.

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IHOP

GRANT AGREEMENT AMENDMENT #1
SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** IHOP PLN006	**Amendment CMS Number** 174119
Grantee Gunnison County	**Previous CMS #(s)** 172529	
Project Number and Name IHOP PLN006 – Gunnison County Land Use Resolution Housing Revisions	**Grant Amount** Initial Award: $48,750.00 Amendment #1 02/25/2022: $101,250.00 **Total Grant Amount: $150,000.00**	
IHOP Program Manager **Christy Wiseman, (303) 864-8439,** **(christy.wiseman@state.co.us)**		
IHOP Program Assistant **Will Cundiff, (303) 864-8477,** **(will.cundiff@state.co.us)**	**Prior Grant Agreement Expiration Date** September 30, 2023	**Current Grant Agreement Expiration Date** September 30, 2023

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.

GRANTEE
GUNNISON COUNTY

_____

By: Name of Authorized Individual (print)

_____
Title: Official Title of Authorized Individual (print)

_____

*Signature

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Rick M. Garcia, Executive Director

_____

By: Rick M. Garcia, Executive Director

Date: _____

PROGRAM REVIEWER

By:_____

By: Christy Wiseman, IHOP Program Manager

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:_____

Beulah Messick, DOLA Controller Delegate

Amendment Effective Date:_____

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1. PARTIES

This Amendment (the "Amendment") to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

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 Grantee for any Work performed or expense incurred under this Amendment either before or after 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 Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or 02/25/2022, whichever is later and shall terminate on the termination of the Agreement.

4. PURPOSE

The Parties entered into the Agreement to implement performance based land use system/policy updates, subdivision code and locational standards revisions, and mobile home community revisions to incentivize and/or reduce barriers to affordable housing development in Gunnison County. Grantee reports a comprehensive plan is needed to identify locations and areas appropriate for development in order to complete the Work of updating their land use and zoning codes for this Project. Grantee requests the Scope be expanded to include the development of future land use map(s) and comprehensive plan policies related to housing, density, and land use, for the corridor from Gunnison to Mt. Crested Butte. Additionally, Grantee requested and received Supplemental Funds in the amount of $101,250.00, awarded on March 2, 2022, to complete the Work. This Amendment modifies the Project Description, Work Description, Outcome, Budget, and Payment Schedule as requested.

5. MODIFICATIONS

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

A. The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown on the Signature and Cover Page for this Amendment.

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B. The **Project Description** on the **Agreement's Signature and Cover Page** and in **Exhibit B, Section 2. Description of the Project(s) and Work, §2.1. Project Description** is hereby deleted:

"The Project consists of implementation of performance based land use system/policy updates, subdivision code and locational standards revisions, and mobile home community revisions to incentivize and/or reduce barriers to affordable housing development in Gunnison County."

and is replaced with the following in lieu thereof:

"The Project consists of the implementation of performance-based land use system/policy updates, subdivision code and locational standards revisions, mobile home community revisions, **future land use map(s), and comprehensive plan policies related to housing, density, and land use for the corridor from Gunnison to Mt. Crested Butte**, to incentivize and/or reduce barriers to affordable housing development in Gunnison County."

C. **Subsection 2.2. Work Description** in **Exhibit B**, **Section 2. Description of the Project(s) and Work** is hereby deleted:

"Gunnison County ("Grantee" or "County") will pursue adoption of several affordable housing incentive strategies supported by the County's recently updated Market Update, Housing Needs Assessment, a community engagement process, and other applicable plans. The engagement process will ensure participation by underrepresented voices as well as all key stakeholders. The County will study updates to their performance based land use system to support a variety of housing products including affordable housing (aligned with the definition of affordable housing in C.R.S 24-32-130(1)(a) as up to 80% AMI for rental housing and up to 140% AMI for home ownership opportunities). The County will also study subdivision code and locational standards revisions and mobile home community revisions to help protect and promote affordable housing. Deliverables include the final performance based land use system text amendment language. In addition, a final informal report or memo will be submitted that reports which strategies the City originally proposed to pursue, the outcome of that exploration, which strategies were adopted (and links to the code sections), the community engagement process used, how the process was inclusive and addressed equity concerns, how the mobile home study (and other applicable studies) informed policy decisions or approach, and any lessons learned. The Grantee will report quarterly performance metrics in a form provided by DOLA. Grantee will own all resulting documents."

and is replaced with the following in lieu thereof:

"Gunnison County ("Grantee" or "County") will pursue adoption of several affordable housing incentive strategies supported by the County's recently updated Market Update, Housing Needs Assessment, a community engagement process, and other applicable plans. The engagement process will ensure participation by underrepresented voices as well as all key stakeholders. The County will study updates to their performance based land use system to support a variety of housing products including affordable housing (aligned with the definition of affordable housing in C.R.S 24-32-130(1)(a) as up to 80% AMI for rental housing and up to 140% AMI for home ownership opportunities). The County will also study subdivision code and locational standards revisions and mobile home community revisions to help protect and promote affordable housing. **The County will create housing-related comprehensive plan policies (including any necessary map(s)) for the corridor from Gunnison to Mt. Crested Butte.** Deliverables include the final performance-based land use system text amendment language**, as well as final map(s) and comprehensive plan policies for the corridor from Gunnison to Mt. Crested Butte**. In addition, a final informal report or memo will be submitted that reports which strategies the City originally proposed to pursue, the outcome of that exploration, which strategies were adopted (and links to the code sections), the community engagement process used, how the process was inclusive and addressed equity concerns, how the mobile home study (and other applicable studies) informed policy decisions or approach, and any

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lessons learned. The Grantee will report quarterly performance metrics in a form provided by DOLA. Grantee will own all resulting documents."

D. **Subsection 4.1. Outcome** in **Exhibit B**, **Section 4. Deliverables** is hereby deleted:

"The final outcome of this Grant is performance based land use system updates, subdivision code and locational standards revisions, mobile home community revisions, and the formal adoption of one or more qualifying strategies either through land use code/zoning code updates, reducing barriers, and/or providing incentives for affordable housing development in Gunnison County."

and is replaced with the following in lieu thereof:

"The final outcome of this Grant is completed performance based land use system updates, subdivision code and locational standards revisions, mobile home community revisions, **future land use map(s), comprehensive plan policies related to housing, density, and land use for the corridor from Gunnison to Mt. Crested Butte,** and the formal adoption of one or more qualifying strategies either through land use code/zoning code updates, reducing barriers, and/or providing incentives for affordable housing development in Gunnison County."

E. **Subsection 6.2. Budget** in **Exhibit B**, **Section 6. Funding** is hereby deleted:

"Budget Line(s)		**Total Project Cost**	**Grant Funds**	**Other Funds**	**Other Funds Source**
Line #	**Cost Category**				
1	Consultant Services	$65,000	$48,750	$16,250	Grantee
	Total	**$65,000**	**$48,750**	**$16,250"**	

and is replaced with the following in lieu thereof:

"Budget Line(s)		**Total Project Cost**	**Grant Funds**	**Other Funds**	**Other Funds Source**
Line #	**Cost Category**				
1	Consultant Services	$65,000	$48,750	$16,250	Grantee
2	Consultant Services, **CA#1 Supplemental Funds**	$135,000	$101,250	$33,750	Grantee
	Total	**$200,000**	**$150,000**	**$50,000"**	

F. **Subsection 7.1. Payment Schedule** in **Exhibit B**, **Section 7. Payment** is hereby deleted:

"Payment	**Amount**	
Interim Payment(s)	$46,313	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$2,437	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$48,750"**	

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and is replaced with the following in lieu thereof:

"Payment	**Amount**	
Interim Payment(s)	$147,563	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$2,437	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$150,000"**	

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, 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 Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Mark Weidhaas, In

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mark Weidhaas

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

Summary:

Request signature for contract with Mark Weidhaas, who will be presenting at the Nurturing the Young Child Conference 4/9/22

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/10/2022

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

Comments:
Legally sufficient. Kudos to HHS for using the CAO-approved form. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/14/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 2nd day of March, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Mark Weidhaas, Inspector Magic whose address is 15225 Pleasant View Dr, Colorado Springs, CO 80921 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services for the Gunnison-Hinsdale Early Childhood Council by performing a 45 minute magic show at the Gunnison-Hinsdale Early Childhood Council annual conference on April 9th, 2022.

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

AGREEMENT

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

1. SERVICES.

The conference will be held at the University Center on Western Colorado University's campus. Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. Contractor will travel to the area the night prior to the conference. 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 their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 30th, 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Strategic Result #6. By December 31, 2020, Gunnison County will facilitate efforts in the valley to increase the number of child care

and pre-K slots and enhance the opportunities for small business startups for child care/preschool, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed one thousand five hundred and No/100 U. S. Dollars ($1,500.00). 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 in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall 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 coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

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

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One

Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

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 all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally 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. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. DISCRIMINATION.

The Contractor agrees to not 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 has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all

other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. 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.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time,

either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

Gunnison County:
County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to:
Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor:
Mark Weidhaas
Inspector Magic ~ Colorado Santa
15225 Pleasant View Dr,
Colorado Springs, CO 80921
(719) 637-9965 | (719) 338-2054 (M)

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.

20. GOVERNING LAW.

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

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed

on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____
Mark Weidhaas

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; El

Action Requested: County Manager Signature

Parties to the Agreement: El Pomar Foundation

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

Summary:

Request permission to accept $10,000 for Health Coalition to do Behavioral Health Strategic Planning.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/16/2022

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

Comments:
The indemnity provision is not optimal and indeed may be contrary to law, but we understand the grantor declines to change its form agreement. It thus becomes a business decision regarding whether to accept this agreement as written. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/14/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2022

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

Agenda Date: 4/5/2022

Revised April 2015

From: Dalton, Grace <gdalton@elpomar.org>
Sent: Friday, February 11, 2022 2:12 PM
To: Kyle Tibbett <KTibbett@gunnisoncounty.org>
Cc: Briggs, Henry <hbriggs@elpomar.org>; Wagner, Emily <EmilyW12@elpomar.org>
Subject: San Juan Regional Council Grant

[EXTERNAL SENDER - USE CAUTION]

Dear Kyle,

The San Juan Regional Council recently met to continue discussing avenues to impact. During the meeting, the San Juan Regional Council agreed to recommend to El Pomar Foundation's Trustees that Gunnison County be considered for a grant of $10,000 for the development of a strategic plan for the Gunnison County Health Coalition.

In order to fully process this grant we first need you to accept our Grant Terms and Conditions form online using the instructions below:

- **Click here** to create an account
  - Select "New User" under the blue Sign In button
  - Complete the online form
  - ***Please note that your username will be automatically generated; it will not be your email address***
  - Confirm your account by clicking the link in the verification email (the email will come from grants@elpomar.org and **may land in your spam or junk folders, please also consider adding** noreply@salesforce.com **to a list of safe senders**)

- **Log in to your account first, then come back to your email and click the link below.** If you are not logged in to your account, you will not be taken to the correct page.
- **Click here** to access the Grant Terms and Conditions form
  - Make sure to submit the form when you are done

Please complete the Grant Terms and Conditions **no later than 2/18/22**. If you have any questions about completing this application, please let me know.

Sincerely,
Grace

Grace Dalton
Assistant Grants Manager
El Pomar Foundation
10 Lake Circle | Colorado Springs, CO 80906
Office: (719) 577-7016
www.elpomar.org

Dear Kyle,

El Pomar Foundation's San Juan Regional Council has nominated Gunnison County (Department of Health and Human Services) for a Regional Merit grant. Our Trustees will consider approving a $5,000 grant for general operating support at the September 29th Trustees meeting. If this grant is approved, it does not preclude you from applying for or receiving another grant.

Please accept our Grant Terms and Conditions form online using the instructions below so that we may process the grant. It appears that Emily Mirza is the portal account user for your organization and has been cc-ed on this email.

- **Log in to your account first, then click the link below. If you are not logged in to your account, you will not be taken to the correct page**
- Click here to access the Grant Terms and Conditions form
    - Make sure to submit the form when you are done

If Emily is no longer with the organization, please let me know and then use the instructions below to create a new account and then accept the grant terms and conditions.

- Click here to create an account
    - Select "New User" under the blue Sign In button
    - Complete the online form
    - ***Please note that your username will be automatically generated; it will not be your email address***
    - Confirm your account by clicking the link in the verification email; the email will come from grants@elpomar.org and may land in your spam or junk folders
- **Log in to your account first, then click the link below. If you are not logged in to your account, you will not be taken to the correct page**
- Click here to access the Grant Terms and Conditions form
    - Make sure to submit the form when you are done

Please complete the Grant Terms and Conditions **no later than 9/16/21**. If you have any questions about completing this application, please let me know.

Sincerely,
Grace

Grace Dalton
Assistant Grants Manager
El Pomar Foundation
10 Lake Circle | Colorado Springs, CO 80906
Office: (719) 577-7016
www.elpomar.org

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

In addition to the specific terms outlined in our grant award letter dated 08/01/2014 to which these general terms and conditions are attached, El Pomar Foundation (the "Foundation") is awarding this grant to you contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

INDEMNIFICATION AND HOLD HARMLESS: In consideration for El Pomar's awarding this grant, your organization, its employees, agents or assigns agree to hold harmless, indemnify, release and forever discharge El Pomar, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments , actions, claims, suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: «Org_Legal_Name»

* **By:** _____

* **Printed Name:** _____

Title: _____

Date: _____

«Org_Vendor_No» / «Request_ID»

* El Pomar requires online signature
Margaret Walker can provide login information

Review/Submit

Behavioral health needs assessment

Please make sure to click **SUBMIT** to submit this application. Otherwise your application will be considered incomplete.

Pre-Screening

Do you agree to the terms and conditions listed above?	✓
Project Title	Behavioral health needs assessment

General Terms And Conditions

Signature	Matthew Birnie
I affirm I have read and agree to the above grant terms and conditions.	✓
Signatory's First Name	Matthew
Signatory's Last Name	Birnie
Signatory's Position	Gunnison County Manager
Signatory's Phone	(970) 641-0248
Date Signed	2/28/2021

Organization Information

Please confirm the below information for your organization. If there have been any changes, please make them at this time.

Organization Name	Gunnison County
D.B.A. Name	
EIN	84-6000770
Mailing Street	County Manager's Office 200 East Virginia Ave.
City	Gunnison
State/Province	CO
Zip/Postal Code	81230

Country	
Organization Phone	(970) 641-7940
Website	http://www.gunnisoncounty.org
Operating Budget	$53,616,506
Mission Statement	Gunnison County cherishes its sense of community and place. We strive to preserve and promote the well-being of the county's citizens, natural environment and rural character. We deliver services and set standards that reflect our values and preserve our unique quality of life for present and future generations to enjoy.
Historical Information	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Contract Amendment #1; CDHS O

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:** Amendment #1 22 IHIA 17439

Summary:

This amendment covers an appropriation for HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG) General

Fiscal Impact:

Submitted by: M Bollig for Margaret Wacker **Submitter's Email Address:** mbollig@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: 3/18/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/18/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

INTERGOVERNMENTAL CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203	**Original Contract Number** 21 IHIA 166880
Contractor Gunnison County 220 North Spruce Street Gunnison, CO 81230	**Amendment Contract Number** 22 IHIA 174390
Current Contract Maximum Amount Initial Term 04/07/2021 – 06/30/2022 $13,127* *An appropriation for HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG) General Accounting Encumbrances (GAE) is hereby added to this contract in the amount of $14,251,329, subject to appropriated funds which is split among other Early Childhood Council (ECC) vendors. See Exhibit C, Section 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE). Extension Terms N/A Total for All State Fiscal Years $13,127*	**Contract Performance Beginning Date** March 16, 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 Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	**STATE OF COLORADO** Jared Polis, Governor Michelle Barnes Executive Director _____ By: Anne-Marie Braga, Deputy Executive Director of Community Partnerships 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:_____
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date:_____

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 and shall terminate on the termination of the Contract.

4. PURPOSE

Gunnison County shall be the fiscal agent for Gunnison-Hinsdale Childhood Council. House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and expanding child care grant program. The purpose of the Grant program is to Expand Access and Availability of Licensed child care throughout the State. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants. Contractor shall engage programs and provide supports to programs participating in the Emerging and Expanding Child Care Grant Program. This Amendment increases the EECCG-GAE, amends Exhibit C and adds Exhibit D.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Orginal CMS 21 IHIA 166880) are modified as follows:

A. **Exhibit C – Additional Provisions**

Exhibit C – Amendment #1, which is attached and incorporated into this Amendment, shall replace Exhibit C of the Original Contract.

B. **Exhibit D – Supplemental Provisions for Federal Awards**
Exhibit D – Amendment #1, which is attached and incorporated into this Amendment, shall be added to the Original Contract.

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.

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT B)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There shall be a GAE utilized for this Contract: Emerging and Expanding Child Care Grant (EECCG) Program. All Early Childhood Councils shall have access to the GAE. All expenditures against the GAEs require pre-approval from the Program.

A. HB20B-1002 - EMERGING AND EXPANDING CHILD CARE GRANT PROGRAM GENERAL ACCOUNTING ENCUMBRANCE (EECCG-GAE)

1. Payment for Emerging and Expanding Child Care Grant Program (EECCG) to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following: expand access and availability of licensed child care throughout the state. An award from the grant may be used for costs associated with expanding an open and operating child care center or family child care home. Eligible entities also include family, friends, or neighbors who provide license-exempt child care, but are actively obtaining a license through the Colorado Department of Human Services Child Care Licensing and Administration Unit.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us

12. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: https://forms.gle/QTXGEabvipymdsfd8 upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

b)

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT **D – Amendment #1** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **2101COCSC6**;
   iv. The Federal award date is: **April 14, 2021**;
   v. The subaward period of performance start date is **October 1, 2020** and end date is **September 30, 2023**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY22	**$0***	**$0*** *An appropriation for HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG) General Accounting Encumbrances (GAE) is hereby added to this contract in the amount of $5,500,000, subject to appropriated funds which is split among other Early Childhood Council (ECC) vendors. See Exhibit C, Section 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE).	**$0***

   vii. Federal award project description: **American Rescue Plan Act (ARPA) 2021-Stabilization**;

viii. The name of the Federal awarding agency is **Administration for Children & Families**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor Denver, CO 80203; Karen.Enboden@state.co.us; 303.866.5014**;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.575**, name is **American Rescue Plan Act (ARPA) 2021 Stabilization**, and dollar amount is **$286,156,175**;

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0 %**.

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

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

1. DEFINITIONS.

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

1.1.1. "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.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. 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).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

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

1.1.4. "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.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

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

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "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."

1.1.9. "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.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" 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 Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

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

1.1.20. "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.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. 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;

1.1.21.3. 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;

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

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

1.1.21.6. 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.

1.1.22. "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 may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, 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.

1.1.24. "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.

2. COMPLIANCE.

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

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

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

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. 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.

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit 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/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, 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.

6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

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

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

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

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

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

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

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

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3. 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.

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

10.1. 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.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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.

10.1.2. 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.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.1.1. [Applicable to federally assisted construction contracts.] 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.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or 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 agreement,"/"funding Contract", the Prime Recipient or 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 Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. 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 subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) 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).

11.1.5. 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.

11.1.6. 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.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime 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.

13. EXEMPTIONS.

13.1. 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.

13.2. A Contractor/Grantee 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. EVENT OF DEFAULT AND TERMINATION.

14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant 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/Grant, at law or in equity.

14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

COLORADO
Department of Human Services

21 IHIA 166880
eClearance: **2101597**

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term 02/01/2021 - 06/30/2022 $13,127* *An appropriation for HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG) General Accounting Encumbrances (GAE) is hereby added to this contract. The maximum amount payable for EECCG-GAE is subject to appropriated funds, not to exceed $8,751,329, which is split among other Early Childhood Council (ECC) vendors. See Exhibit C, Section 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE). Extension Terms N/A Maximum Amount for All Fiscal Years $13,127*	**Contract Performance Beginning Date** The later of the Effective Date or February 1, 2021 **Initial Contract Expiration Date** June 30, 2022 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **No** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A

State Representative	**Contractor Representative**
Stacey Kennedy, Director, Child Care Quality Initiatives Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.866.5016 Email: Stacey.Kennedy@state.co.us	Margaret Wacker, Co-Coordinator of the Early Childhood Council Gunnison County 220 North Spruce Street Gunnison, CO 81230 Phone: 970.641.7913 Email: mwacker@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Additional Provisions

Contract Purpose

Gunnison County shall be the fiscal agent for Gunnison-Hinsdale Childhood Council. House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and expanding child care grant program. The purpose of the Grant program is to Expand Access and Availability of Licensed child care throughout the State. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants. Contractor shall engage programs and provide supports to programs participating in the Emerging and Expanding Child Care Grant Program.

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Anne-Marie Braga, Deputy Executive Director of Community Partnerships Date: _____
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date:_____

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly

attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

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

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

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

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

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

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

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the

right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

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

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate

technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

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

G. Primacy of Coverage

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

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§15** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

REST OF PAGE INTENTIONALLY LEFT BLANK

21. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

Exhibit A

STATEMENT OF WORK (SOW)

HB 20B-1002 – EMERGING AND EXPANDING CHILD CARE GRANT PROGRAM

GUNNISON COUNTY
220 N. SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON-HINSDALE EARLY CHILDHOOD COUNCIL

FEBRUARY 1, 2021 – JUNE 30, 2022

INTRODUCTION/BACKGROUND

House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and expanding child care grant program. The purpose of the Grant program is to Expand Access and Availability of Licensed child care throughout the State. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants.

SCOPE OF WORK

The Scope of Work shall include activities and deliverables related to implementing the Expanding & Emerging Child Care Grant Program

PERIOD OF PERFORMANCE

The period of performance is the February 1, 2021- June 30, 2022.

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

WORK PLAN

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Expand access and availability of licensed child care**				
Key Activity A: Increase awareness of scholarships and incentives available to child care providers who wish to improve their skills and knowledge.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruit Programs Award Grants Provide supports needed for programs to expand licensed capacity	Feb 1, 2021 - June 30, 2022	Signed MOUs	Number of new licensed Child Care slots	Council Staff	

SCHEDULE/MILESTONES

Between February, 2021 and June 30, 2022 engage programs and provide supports to programs participating in the Emerging and Expanding Child Care Grant Program.
Grants awarded to Early Childhood Programs may be used for the purpose of expanding capacity and allowable costs as follows: An Award from the grant program may be used for costs associated with expanding an open and operating child care center or family child care home or to assist an eligible entity with startup of a new child care center or family child care home. Allowable costs can include (but are not limited to) staff training, background check fees, cleaning supplies, educational supplies, and Capital expenses related to the expansion or stat up of child care programs.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Fiscal Agent for Gunnison-Hinsdale Early Childhood Council)
Budget Period	February 1, 2021 - June 30, 2022
Project Name	HB 20B-1002 - Emerging and Expanding Child Care Grant Program (EECCG)

Program Contact Name, Title	Lana Athey - GHECC Co-Coordinatior
Phone	970-642-4667
Email	lathey@gunnisoncounty,org
Fiscal Contact Name, Title	Jody Wise, Senior Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **FY 2021 & FY 2022**

Position Title/ Employee Name	Description of Work and Fringe Benefits Include:SSEC, MCARE, RETIREMENT, HEALTH INS, SICK/VACATION LEAVE	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Total Amount Requested from CDHS
Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	$59,030	$12,210	17	7.764%	$ 7,836
Corrine Jaeger Quality Improvement Coach	Outreaches to childcare providers and FFN caregivers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$57,491	$4,597	17	2.118%	$ 1,863
					Total Personnel Services (including fringe benefits)	**$ 9,699**

Contractors/Consultants (payments to third parties or entities) — **FY 2021 & FY 2022**

Name	Description of Item	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$0
	Total Contractors/Consultants	**$ -**

Travel — **FY 2021 & FY 2022**

Item	Description of Item	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$0
	Total Travel	**$ -**

Supplies & Operating Expenses — **FY 2021 & FY 2022**

Item	Description of Item	Total Amount Requested from CDHS
Advertising	Newspaper, Radio, and Social Media Ads	$1,000
Office Supplies	Printer Cartridges, pens, folders, etc.	$400
Incentives	Incentives for completing Pre-Licensing trainings and other professional development offered by the council	$2,028
	Total Supplies & Operating Expenses	**$ 3,428**

Training and Technical Assistance — **FY 2021 & FY 2022**

Item	Description of Item	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$0
	Total Training and Technical Assistance	**$ -**
	TOTAL DIRECT COSTS	**$ 13,127**

Indirect Costs
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] — **FY 2021 & FY 2022**

Item	Description of Item	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$0
	Total Indirect	**$ -**
	TOTAL	**$ 13,127**

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT B)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There shall be a GAE utilized for this Contract: Emerging and Expanding Child Care Grant (EECCG) Program. All Early Childhood Councils shall have access to the GAE. All expenditures against the GAEs require pre-approval from the Program.

A. HB20B-1002 - EMERGING AND EXPANDING CHILD CARE GRANT PROGRAM GENERAL ACCOUNTING ENCUMBRANCE (EECCG-GAE)

1. Payment for Emerging and Expanding Child Care Grant Program (EECCG) to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following: expand access and availability of licensed child care throughout the state. An award from the grant may be used for costs associated with expanding an open and operating child care center or family child care home. Eligible entities also include family, friends, or neighbors who provide license-exempt child care, but are actively obtaining a license through the Colorado Department of Human Services Child Care Licensing and Administration Unit.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us

Colorado Department of Human Services
Office of Early Childhood

VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address: 220 N. Spruce Street

City: Gunnison **State:** CO **Zip Code:** 81230 **County:** Gunnison

FEIN # 84-6000770 **State of Incorporation** Colorado

DUNS # 133115220 **Fiscal Year End Date** 2021

Type of Entity (please mark one):

- [ ] Individual
- [ ] Professional Corporation (PC)
- [ ] Sole Proprietor
- [ ] Not-For-Profit Corporation
- [ ] Limited Liability Company (LLC)
- [ ] Joint Venture
- [ ] For-Profit
- [ ] Limited Liability Partnership (LLP)
- [X] Government

Primary Contact to Receive ALL Correspondence:

Name: Margaret Wacker

Email: mwacker@gunnisoncounty.org

Phone: 970.641.7913

CFO or Financial Contact:

Name: Jody Wise

Email: jwise@gunnisoncounty.org

Phone: 970-641-7679

Invoice Contact:

Name: Jody Wise

Email: jwise@gunnisoncounty.org

Phone: 970.641.7913

Individual Signing Contract:

Name: Matthew Birnie

Title: County Manager

Email: mbirnie@gunnisoncounty.org

Phone: 970.641.0248

Is your agency set up for Electronic Deposit with the State of CO? _____Yes X___No

If Yes, please list the last 4 digits of the account number payments should be sent to _____

How long does your agency and/or board need to review and return the signed contract? Minimum of 2 weeks

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Master Services and Purchasing Agreement; AXON; Gu

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and AXON (Body Camera program)

Term Begins: April 1,2022 **Term Ends:** **Grant Contract #:** 11080000 G3810

Summary:

This contract addendum is for adding additional body worn cameras along with additional support devices, data storage, software packages etc., for the current body worn camera program at the Gunnison Sheriff's Office. All tangible items included in this will be reimbursed by the Colorado

Fiscal Impact: $7575.67

Submitted by: Adam Murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
From Sheriff's Office: Essentially we have the Grant from Department of Public Safety covering $16,571 of this first year. We will end up paying the additional $7,500 plus or minus out of the Sheriff's budget.

Item is contingent on grant being funded or a budget amendment will be needed.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/1/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-343503-44587.737NB

Issued: 01/26/2022

Quote Expiration: 04/14/2022

Estimated Contract Start Date: 04/01/2022

Account Number: 151006
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other-510 W Bidwell Ave 510 W Bidwell Ave Gunnison, CO 81230-2722 USA	Gunnison County Sheriff's Office - CO 510 W Bidwell Ave Gunnison, CO 81230-2722 USA Email: wes.hersberger@gmail.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Wes Hersberger Phone: 970-641-7650 Email: whersberger@gunnisoncounty.org Fax:

Quote Summary

Program Length	39 Months
TOTAL COST	$40,515.84
ESTIMATED TOTAL W/ TAX	$40,515.84

Discount Summary

Average Savings Per Year	$3,050.90
TOTAL SAVINGS	$9,915.42

Payment Summary

Date	Subtotal	Tax	Total
Mar 2022	$17,788.77	$0.00	$17,788.77
Jun 2022	$7,575.67	$0.00	$7,575.67
Jun 2023	$7,575.67	$0.00	$7,575.67
Jun 2024	$7,575.73	$0.00	$7,575.73
Total	**$40,515.84**	**$0.00**	**$40,515.84**

Quote Unbundled Price:	**$50,429.26**
Quote List Price:	**$40,515.85**
Quote Subtotal:	**$40,515.84**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	7	21		$23.30	$23.30	$3,425.10	$0.00	$3,425.10
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	39	$105.47	$29.50	$29.50	$1,150.50	$0.00	$1,150.50
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	39	$16.63	$9.00	$9.00	$702.00	$0.00	$702.00
BWCamTAP	Body Worn Camera TAP Bundle	7	39	$51.28	$28.00	$28.00	$7,643.99	$0.00	$7,643.99
A la Carte Hardware									
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7			$41.75	$41.75	$292.25	$0.00	$292.25
AB31BD	AB3 1-Bay Dock Bundle	2			$200.00	$200.00	$400.00	$0.00	$400.00
AB3C	AB3 Camera Bundle	7			$699.00	$699.00	$4,893.00	$0.00	$4,893.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			$1,495.00	$1,495.00	$1,495.00	$0.00	$1,495.00
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	21	39		$9.00	$9.00	$7,371.00	$0.00	$7,371.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	39		$0.40	$0.40	$6,240.00	$0.00	$6,240.00
BasicLicense	Basic License Bundle	4	39		$15.00	$15.00	$2,340.00	$0.00	$2,340.00
ProLicense	Pro License Bundle	3	39		$39.00	$39.00	$4,563.00	$0.00	$4,563.00
Total							**$40,515.84**	**$0.00**	**$40,515.84**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	2	03/01/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	2	03/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	8	03/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	7	03/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8	03/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	03/01/2022
A la Carte	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	03/01/2022
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	06/01/2023
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	2	06/01/2023
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	7	06/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	06/30/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	2	06/30/2025
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	7	06/30/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	4	04/01/2022	06/30/2025
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	4	04/01/2022	06/30/2025
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	9	04/01/2022	06/30/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	3	04/01/2022	06/30/2025
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	21	04/01/2022	06/30/2025
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	04/01/2022	06/30/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	04/01/2022	06/30/2025
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2	04/01/2022	06/30/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	7	04/01/2022	06/30/2025

Payment Details

Mar 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Placeholder Plan	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	$73.06	$0.00	$73.06
Placeholder Plan	73478	REDACTION ASSISTANT USER LICENSE	21	$1,842.75	$0.00	$1,842.75
Placeholder Plan	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	$1,560.00	$0.00	$1,560.00
Placeholder Plan	BasicLicense	Basic License Bundle	4	$585.00	$0.00	$585.00
Placeholder Plan	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$287.62	$0.00	$287.62
Placeholder Plan	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$175.50	$0.00	$175.50
Placeholder Plan	BWCamTAP	Body Worn Camera TAP Bundle	7	$1,910.99	$0.00	$1,910.99
Placeholder Plan	ProLicense	Pro License Bundle	3	$1,140.75	$0.00	$1,140.75
Year 1 HW/True Up	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	7	$3,425.10	$0.00	$3,425.10
Year 1 HW/True Up	AB31BD	AB3 1-Bay Dock Bundle	2	$400.00	$0.00	$400.00
Year 1 HW/True Up	AB3C	AB3 Camera Bundle	7	$4,893.00	$0.00	$4,893.00
Year 1 HW/True Up	AB3MBD	AB3 Multi Bay Dock Bundle	1	$1,495.00	$0.00	$1,495.00
Total				**$17,788.77**	**$0.00**	**$17,788.77**

Jun 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Placeholder Plan	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	$73.06	$0.00	$73.06
Placeholder Plan	73478	REDACTION ASSISTANT USER LICENSE	21	$1,842.75	$0.00	$1,842.75
Placeholder Plan	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	$1,560.00	$0.00	$1,560.00
Placeholder Plan	BasicLicense	Basic License Bundle	4	$585.00	$0.00	$585.00
Placeholder Plan	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$287.62	$0.00	$287.62
Placeholder Plan	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$175.50	$0.00	$175.50
Placeholder Plan	BWCamTAP	Body Worn Camera TAP Bundle	7	$1,910.99	$0.00	$1,910.99
Placeholder Plan	ProLicense	Pro License Bundle	3	$1,140.75	$0.00	$1,140.75
Total				**$7,575.67**	**$0.00**	**$7,575.67**

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Placeholder Plan	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	$73.06	$0.00	$73.06
Placeholder Plan	73478	REDACTION ASSISTANT USER LICENSE	21	$1,842.75	$0.00	$1,842.75
Placeholder Plan	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	$1,560.00	$0.00	$1,560.00
Placeholder Plan	BasicLicense	Basic License Bundle	4	$585.00	$0.00	$585.00
Placeholder Plan	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$287.62	$0.00	$287.62
Placeholder Plan	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$175.50	$0.00	$175.50
Placeholder Plan	BWCamTAP	Body Worn Camera TAP Bundle	7	$1,910.99	$0.00	$1,910.99
Placeholder Plan	ProLicense	Pro License Bundle	3	$1,140.75	$0.00	$1,140.75
Total				**$7,575.67**	**$0.00**	**$7,575.67**

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Placeholder Plan	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	$73.06	$0.00	$73.06

Jun 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Placeholder Plan	73478	REDACTION ASSISTANT USER LICENSE	21	$1,842.75	$0.00	$1,842.75
Placeholder Plan	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	400	$1,560.00	$0.00	$1,560.00
Placeholder Plan	BasicLicense	Basic License Bundle	4	$585.00	$0.00	$585.00
Placeholder Plan	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$287.62	$0.00	$287.62
Placeholder Plan	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	$175.50	$0.00	$175.50
Placeholder Plan	BWCamTAP	Body Worn Camera TAP Bundle	7	$1,911.05	$0.00	$1,911.05
Placeholder Plan	ProLicense	Pro License Bundle	3	$1,140.75	$0.00	$1,140.75
Total				**$7,575.73**	**$0.00**	**$7,575.73**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/26/2022



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance. Professional liability insurance and a cybersecurity policy if applicable to Services provided. All policies will be for values not less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon

Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The Parties acknowledge and understand all work product or materials provided or produced under this Agreement, including those marked Proprietary or Confidential, may be subject to the Colorado Open Records Act.

19 **General**.

19.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party is entitled to (i) unemployment insurance benefits; or (ii) worker's compensation coverage from the other Party.

19.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law. To the extent required by applicable law, Axon must maintain all software that is part of the Services in a way that facilitates Agency's compliance with the most-current accessibility standards.

19.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are

effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Gunnison County Sheriff's Office Attn: Adam Murdie Street Address: 510 W Bidwell Ave City, State, Zip: Gunnison, CO 81230-2722 Email: amurdie@gunnisoncounty.org

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

19.13 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 has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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.

19.14 Waiver of Governmental Immunity. The Parties understand and agree that the Agency is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by Agency of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

19.15 Records and Access to Data. Axon shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to Agency. Axon shall be subject to financial audit by federal, state or county auditors or their designees, if required by law. Axon authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Axon. Axon shall fully cooperate during such audit or inspections. To the extent held by Axon, Axon will immediately preserve data upon receipt of a written request from the Agency to place a hold on data destruction or disposal of records in the event the Agency believes the data may be relevant to litigation the Agency reasonably anticipates. Agency will promptly coordinate with Axon regarding preservation and disposition of these records.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON: Axon Enterprise, Inc.	**AGENCY**: Gunnison County Sheriff's Office
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work; Colorado Department of Public H

Action Requested: County Manager Signature

Parties to the Agreement: HHS and CDPHE

Term Begins: 05/01/2022 **Term Ends:** **Grant Contract #:**

Summary:

Please sign grant from CDPHE starting in May

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/29/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

DRAFT STATEMENT OF WORK

1. Project Description:

This project serves to strengthen both the public health and environmental workforce throughout Colorado. COVID-19 has added to the workload of the public health and environmental workforce, including grants and contracts monitoring staff. COVID-19 is also coinciding with a difficult hiring environment for many public health roles. Moreover, COVID-19 is affecting the employees' retention system across LPHAs, causing a shortage of the skillful workforce needed to provide core healthcare services to all Coloradans. The Colorado Department of Public Health and Environment's (CDPHE) Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all Local Public Health Agencies (LPHAs) and tribes to support public health workers in the public health system.

CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. CDC: Centers for Disease Control and Prevention
2. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
3. CDPHE: Colorado Department of Public Health and Environment

3. Work Plan:

Goal #1: Support public health throughout Colorado by creating a strong workforce, promoting collaborations, and planning.	
Objective #1: No later than June 30, 2023, the Contractor shall support a staff capacity-building plan to respond to immediate and future impacts resulting from the COVID-19 pandemic.	
Primary Activity #1	1. The Contractor shall create a staff capacity-building plan
Primary Activity #2	2. The Contractor shall create a final project budget.
Primary Activity #3	3. The Contractor shall provide training to staff to improve: a) public health knowledge, and b) staff retention.
Primary Activity #4	1. The Contractor shall monitor the spend down of the Workforce award. 2. The Contractor shall update Workforce award budgets to show the spend down progress. 3. The Contractor shall have a midpoint budget check in with CDPHE
Primary Activity #5	4. The Contractor shall create reports.
Sub-Activities #5	1. The Contractor shall create a mid-year progress report. 2. The Contractor shall create a final report.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. 2. The Contractor shall comply with the requirements stated in the COVID-19 Public Health Workforce Supplemental Funding Guidance. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.cdc.gov/cpr/readiness/00_docs/CDC_Crisis_Response_COVID_19_Funding_PH_Workforce_Guidance_May_2021.pdf 3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Workforces Allowability Roadmap; Allowable costs for funding source can be found on the following website: https://cdphe-lpha.colorado.gov/workforce-funding-wf 4. The Contractor shall participate in CDPHE led post award meeting(s). 5. CDPHE will schedule the midpoint budget check in meeting the Contractor within 45 days of PO execution.. 6. The Contractor shall ensure all funding requirements are met with all expenses including subcontractors. 7. The Contractor shall ensure the project budget is paced throughout the full term of the contract. 8. The Contractor shall communicate any projected budget changes to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes or by the designated deliverables at the midpoint of contract expiration. Projected budget changes could be staff changes, changes in county support, etc. 9. The Contractor shall use the CDPHE form for the staff capacity-building plan outlining the strategy to implement to address the public health and environmental workforce shortage. The staff capacity-building plan shall : a. provide a description of all public health and environmental positions under consideration for hiring process b. identify a list of professional development training and cross-training to improve staff public health knowledge c. include a description of employees' retention program to implement to reduce the risk of workforce shortage. d. describe how the agency addresses health equity in hiring practices and training workforce that represents communities served. 10. The Contractor shall use the CDPHE budget template for the final project budget. 11. The Contractor shall use CDPHE mid-year and final progress reports forms. 12. CDPHE will electronically provide the Contractor, within ten (10) days from the contract execution, with : a. a staffing Capacity Building Plan form b. a project final budget template 13. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, with a mid-year progress report and a final progress report form. 14. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.
Expected Results of Activity(s)	Increase and maintain public health workforce within initiatives related to staffing capacity
Measurement of Expected Results	1. Completed Staffing Capacity Building Plan 2. Number of: a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE)trained, and/or c. Full Time Equivalents (FTE)receiving retention efforts, and/or

	d. Interns hired	
		Completion Date
Deliverables	1. The Contractor shall submit a staff capacity-building plan.	No later than 30 days after Contract execution
	1. The Contractor shall submit the final project budget template electronically.	No later than 30 days after Contract execution.
	2. The Contractor shall submit a mid-year progress report electronically.	No later than November 30, 2022.
	3. The Contractor shall submit a final progress report electronically.	No later than June 15, 2023.

4. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(7)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Exhibit A

1. Not allowed under this funding source:
   a. food
   b. gift cards
   c. rent
   d. equipment
   e. rainy day funds and similar financial reserve
   f. payment of interest or principal on outstanding debt instruments

Draft

g. fees or issuance costs associated with the issuance of new debt
satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID–19 public health emergency.

2. The Contractor shall comply with the federal funding requirements. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, the recipient must apply these terms to any sub award, to the extent applicable to activities set out in such sub award.

3. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to: Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period), Temporary or term-limited staff, Fellows, Interns, or Contractors or contracted employees.

_____

Matthew Birnie, Gunnison County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's approval; Town

Action Requested: Other Approval to apply

Parties to the Agreement: Town of Crested Butte

Term Begins: May 2022 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to apply to the Town of Crested Butte for $22,000 on behalf of the Early Childhood Council for early childhood workforce support and tuition assistance.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/24/2022

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

Comments:
Appears legally sufficient. Grant agreement should be subject to legal review. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

Name of Organization

Gunnison-Hinsdale Early Childhood Council (GHECC) housed under Gunnison County Department of Health and Human Services

Contact Name

Lana Athey – GHECC Co- Coordinator, lathey@gunnisoncounty.org

Mailing Address

220 N. Pine Street, Gunnison, CO 81230

Email

lathey@gunnisoncounty.org

Phone

(970)641-3244

Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only):

Government Entity

Mission Statement or Purpose of Organization:

The Mission of the Gunnison Hinsdale Early Childhood Council is to expand and improve early childhood services and educational opportunities for families in Gunnison and Hinsdale counties.

Project Name

Crested Butte Early Childhood Educator Stipend Program

Tuition Assistance for Families

Amount Requested:

$5,000 early childhood educator stipend

$5,000 tuition assistance for families

$10,000 sick leave program for early childhood teachers

$2,000 GHECC staff time to process stipend payments and sick leave reimbursement requests, and tuition assistance

TOTAL: $22,000

Total Amount for Project Source of Other Funding (list revenue sources, other partner organizations, etc)

TOTAL PROJECT AMOUNT: $44,000

The City of Gunnison has provided $10,000 to award Early Childhood Educators that work in Gunnison Centers with a stipend and $10,000 for sick leave pay for early childhood educators.

$2,000 GHECC staff time to process stipend payments and sick leave reimbursement requests, and tuition assistance

Date(s) Commitment of Funds and Actual Funds are needed

May 2022 – December 2022

Provide a summary of this project and how it will benefit the Crested Butte Community

The Gunnison-Hinsdale Early Childhood Council would like to request funding for the following initiatives designed assist local early childhood centers in recruiting and retaining staff and supporting families in the community.

1. The GHECC will work to support early childhood programs in recruiting and retaining early childhood educators through a reward system. GHECC staff will work closely with Crested Butte childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system. Stipends will be rewarded as follows:

   -$100 registering in the Colorado Shines Professional Development Information System and/or Level 1 Early Childhood Credential
   -$200 Level 2 Early Childhood Credential
   -$300 Level 3 Early Childhood Credential
   -$400 Level 4, 5, or 6 Early Childhood Credential

The GHECC has once again secured a small amount of funding from the City of Gunnison to support awarding EC educators in Gunnison with a small stipend based on their EC credential level.

2. Currently, the GHECC has funding from the transforming the workforce initiative and the City of Gunnison to support paid sick leave for EC educators in Gunnison County. The Council is looking for an increased amount of funding to support this effort for a longer-term as the transforming the workforce initiative funding will only continue through the end of May 2022, leaving sick leave for early childhood teachers available to Gunnison providers only. Currently, the sick leave program is utilized to cover the cost of licensed child care employees' sick leave. Funding from the Town of Crested Butte would allow sick leave pay for any illness or illness of a child or other family member that requires the individual to stay home. The funds are held by the GHECC, the center directors will request reimbursement from the GHECC for the sick leave pay. Requests would be capped at $1,000 per individual or 7 days sick leave, whichever is more and centers can request reimbursement only once for each individual employee.

   The Council realizes that the local early childhood workforce is not completely stable with many early childhood centers struggling to recruit and retain staff. In an October 2021 local early childhood workforce survey 18% of respondents stated that they very frequently or frequently considered leaving their position, with 36% stating that they occasionally considered leaving their positions. 60% of respondents cited a desire for better pay and benefits as one of the main reasons they have considered leaving their position. In February 2021 one early childhood center stated that they have gone through approximately 15 employees in the last year to fill their 6 current teaching positions. Another Crested Butte center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. EC workforce turnover is one of the biggest challenges that our early childhood centers face.

   Nationwide, the early childhood workforce is underpaid, overworked, and unappreciated. The Council plans to shift this dynamic in the communities that we serve by awarding our EC educators for their hard

work in the field and give them recognition for the important role that they play in our community. Awarding early childhood teachers for their efforts to maintain and/or increase their early childhood credential plays an important role in increasing the quality of care provided in early childhood settings. The program was also designed as a tool to demonstrate the community's appreciation for our local early childhood workforce. The early childhood workforce is the workforce behind our community's workforce, helping to ensure that parents have a safe and quality learning environment for their children to enjoy while they work in the community.

The council expects this program will continue to motivate EC educators to work toward obtaining a higher EC credential level. In the October 2021 survey 39% of respondents stated that they increased their credential level in the last year and 43% felt it was likely or very likely they would increase their credential level in the year ahead. Although the stipend amounts are not large, the council does believe that it goes miles to recognize our EC educator's achievements.

3. The Council would also like to request tuition assistance for Crested Butte families whose children are receiving care in Crested Butte child care centers. The tuition assistance would be made available to families who have been impacted by a COVID closure of a classroom or entire center when the tuition fee is not waived at the center, or in an instance where the child is ill and not attending the center, but the family is still be required to pay tuition for the time their child was not in attendance. Each family applying for tuition assistance would have to go through a formal application process with the Council, tuition assistance amounts will be determined on a case by case basis. A similar program is currently in effect in Gunnison for Gunnison families, but the assistance does not extend to Crested Butte families. The Council would like to be able to expand this service to Crested Butte families.

Submitted by: Lana Athey, GHECC Co-Coordinator

Date: March 30, 2022

Please list any supporting documents being submitted along with this application:

Gunnison County Early Childhood Workforce Survey Results

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's approval; Color

Action Requested: Other Approval to Apply and Signature on Vendor Contact Form

Parties to the Agreement: Colorado Department of Human Services

Term Begins: July 1 2022 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to continue to apply to CDHS for funding for the Early Childhood Council work, this year for $108,040

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/24/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

COLORADO
Department of Human Services

Exhibit A

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)
CHILD CARE RESOURCE AND REFERRAL (CCR&R)
FAMILY CHILD CARE HOME NAVIGATION (FCCH)

GUNNISON COUNTY
220 NORTH SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

JULY 1, 2022 – JUNE 30, 2023

STATEMENT OF WORK (SOW) – EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to "improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state." According to the legislation, these Councils were established "for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community". ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

WORK PLAN

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.** **The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.** **An evaluation plan and report are submitted to the OEC on an annual basis.**				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2022 - June 30, 2023	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2022 - June 30, 2023	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2022 - June 30, 2023	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2022 - June 30, 2023	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings.	Small or under-represented early childhood service providers shall attend Council meetings.	Council Co-Coordinator	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2022 - June 30, 2023	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel

ECSB Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2022 - June 30, 2023	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2022 - June 30, 2023	Data tracking requested measures annually	Data is submitted to the OEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2022 - June 30, 2023	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Co-Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2022 - June 30, 2023	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Co-Coordinator	Personnel

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	**Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.** **At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2023 and annually thereafter.**				
Key Activity A: Nurturing the Young Child Conference					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1st, 2023	The NTYC Conference shall provide at least 6 training hours	List of Attendees, number of training certificates given	Council Co-Coordinator	Personnel and Annual Conference

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30, 2023.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30, 2023	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31, 2022	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2022.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2022 – June 30, 2023	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2022 – June 30, 2023	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2022 – June 30, 2023	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2022 – June 30, 2023	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

WORK PLAN

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2022 – 6/30/2023	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2022 – 6/30/2023	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

CSQI WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2022 – 6/30/2023	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**				
Key Activity B: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2022 – 6/30/2023	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel

CSQI WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2022 – 6/30/2023	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided ✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2022 – 6/30/2023	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase the number and percentage of children receiving child care subsidy being served in a high quality program.**				
Key Activity C: Children Served in High Quality Programs					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2022 – 6/30/2023	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

CSQI WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2022 – 6/30/2023	Support providers to get accurate information, training and technology on the CCCAP program	✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines	Early Childhood Council Coordinator and QI Navigator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2022 – 6/30/2023	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2022 – 6/30/2023	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2022 – June 30, 2023	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2022 – June 30, 2023	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2022 – June 30, 2023	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2022 – June 30, 2023	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW) - EXPANDING QUALITY IN INFANT TODDLER CARE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

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WORK PLAN

EQIT Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	**Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.**				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2022 - June 30, 2023	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to support a system of supports for infants and toddlers in the community. Community outreach and education shall be provided to community members caring for infants and toddlers.	Co-Coordinator or EQ Staff.	Personnel
EQIT Work Plan					
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2022 - June 30, 2023	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative	By July 30, 2021 provide 2 annual course plans with advertising By July 30, 2021, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative Materials are requested at least 2 weeks before start date of EQIT course. Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2022 EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2022 - June 30, 2023	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel

EQIT Work Plan					
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2022 - June 30, 2023	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022, and each time coaching is reimbursed/invoiced Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed plan for FY 22 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2021. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The GHECC shall order materials for FY 22 Fall EQIT course(s) by July 30, 2022.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2022.
- The GHECC shall submit required quarterly reports by October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW)
Child Care Resource and Referral (CCR&R)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1st, 2022 through June 30th, 2023.

CCR&R Work Plan					
Key Activity A: Develop methods for their local child care providers to report open child care slots.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2022 - June 30th, 2022.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity B: Conduct frequent contacts with each child care provider in their catchment area					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines	July 1st, 2022 -June 30th, 2022.	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability and Outreach Navigator	Personnel

CCR&R Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	July 1st, 2022 - June 30th, 2022.	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2022 through June 30th, 2022.	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed.	Availability and Outreach Navigator GHECC Co-Coordinator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30th, 2023	outreach methods are created to allow for easy reporting on open child care slots.
Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	June 30th, 2023	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	June 30th, 2023	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW)
Family Child Care Home Navigation (FCCH)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- *Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)*
- *Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.*
- *Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)*
  - *Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;*
  - *Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.*
  - *Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.*
  - *Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;*

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1, 2022 through June 30th, 2023

FCCH Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1st, 2022- June 30th, 2023	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	July 1st, 2022- June 30th, 2023	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1st, 2022- June 30th, 2023	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1st, 2022- June 30th, 2023	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel
Connect FCCH providers with CSQI Navigators	July 1st, 2022- June 30th, 2023	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel

FCCH Work Plan					
Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Share information with new and existing FCCH providers around HB21-1222 and SB21-077	July 1st, 2022- June 30th, 2023	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	July 1st, 2022- June 30th, 2023	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1st, 2022- June 30th, 2023	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel
FCCH Work Plan					
Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports	July 1st, 2022- June 30th, 2023	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	July 1, 2022-June 30th, 2023	The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.	-Participation in technical assistance and community of practice	FCCH Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options	June 30th, 2023	The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.
Document outlining new legislation is created and shared with FCCH providers.	June 30th, 2023	The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.
FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.	June 30th, 2023	The FCCH navigator's participation shall be tracked.
At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	June 30th, 2023	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30th, 2023	• Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

Program Contact Name and Title	Margaret Wacker
Phone	970-641-7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name and Title	Jody Wise
Phone	970-641-7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **FY 2023**

Position Title	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDHS
Council Co-Coordinator/Margaret Wacker	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leades planning processes, and assists in writing grants. (ECSB 11%, CSQI 7%, CCR&R 0%, FCCH 0%)	$81,827	$28,912	12.00	24%	$ 14,396	$ 12,181	$ -	$ -	$ 26,577
Council Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 10.5%, CSQI 10.5%, CCR&R 0%, FCCH 0%)	$66,019	$26,520	12.00	33%	$ 15,732	$ 14,806	$ -	$ -	$ 30,538
Coach/QI Navigator/Corrine Jaeger	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9%, CCR&R 0%, FCCH 0%)	$64,418	$12,002	12.00	10%	$ -	$ 7,642	$ -	$ -	$ 7,642
CCR&R & FCCH Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	$45,178	$12,584	12.00	56%	$ -	$ -	$ 15,018	$ 17,329	$ 32,347
	Total Personnel Services (including fringe benefits)					**$ 30,128**	**$ 34,629**	**$ 15,018**	**$ 17,329**	**$ 97,104**

Contractors/Consultants (payments to third parties or entities) — **FY 2023**

Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
BridgeCare	Platform for Availability and Outreach Work	$ -	$ -	$ 600	$ -	$ 600
	Total Contractors/Consultants	**$ -**	**$ -**	**$ 600**	**$ -**	**$ 600**

Travel — **FY 2023**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	$ 1,500	$ 429	$ -	$ 500	$ 2,429
	Total Travel	**$ 1,500**	**$ 429**	**$ -**	**$ 500**	**$ 2,429**

Supplies & Operating Expenses — **FY 2023**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
Computer Cost/IT Charge	33% of 1 laptop @$3,000/year = $1,000. 17% of 1 laptop at $3,000/year = $500 per year and virtual platform @$100 (SB and CSQI)Computer equipment and conference equipment (CCR&R and FCCH)	$ 1,000	$ 600	$ 655	$ 1,500	$ 3,755
Advertising/Education	Print media and social media, outreach materials, thank yous	$ 583	$ -		$ 200	$ 783
Office Supplies	Paper, pens, markers	$ 295	$ 66		$ 500	$ 861
Meeting/Event Costs	Materials, food for meetings or celebrations	$ 500		$ -	$ 312	$ 812
Scholarship Awards	Scholarship Awards for Professional Development and QI Materials					$ -
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, materials, or other expenses related to quality improvement.	$ 996		$ -	$ -	$ 996
Annual Conference	Space rental, speakers, materials, food, awards					$ -
Registration Fees	Rocky Mountain Early Childhood Conference - Other Trainings	$ 350	$ 350			$ 700
	Total Supplies & Operating Expenses	**$ 3,724**	**$ 1,016**	**$ 655**	**$ 2,512**	**$ 7,907**
	TOTAL DIRECT COSTS	**$ 35,352**	**$ 36,074**	**$ 16,273**	**$ 20,341**	**$ 108,040**
	MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.	**$ 35,352**	**$ 36,074**	**$ 16,273**	**$ 20,341**	**$ 108,040**

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -	$ -	$ -
	Total Indirect	$ -	$ -	$ -	$ -	$ -
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	$ 35,352				
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)		$ 36,074			
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			$ 16,273		
	TOTAL FCCH Navigator				$ 20,341	
	TOTAL AMOUNT REQUESTED FROM CDHS					$ 108,040
	PERCENTAGE OF BUDGET BY PROJECT					FY 2022
		ECSB	CSQI	CCR&R	FCCH Navigator	Total Percentage
	PERCENTAGE OF BUDGET BY PROJECT	33%	0.333894854	0.150620141	19%	100%

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood

VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address:	220 N. Spruce Street						
City:	Gunnison	**State:**	CO	**Zip Code:**	81230	**County:**	Gunnison
FEIN #	84-60007700			**State of Incorporation**		Colorado	
DUNS #	133115220			**Fiscal Year End Date**		2023	

Type of Entity (please mark one):

- [ ] Individual
- [ ] Professional Corporation (PC)
- [ ] Sole Proprietor
- [ ] Not-For-Profit Corporation
- [ ] Limited Liability Company (LLC)
- [ ] Joint Venture
- [ ] For-Profit
- [ ] Limited Liability Partnership (LLP)
- [x] Government

Primary Contact to Receive ALL Correspondence:

Name: Margaret Wacker
Title: Community Services Supervisor
Email: mwacker@gunnisoncounty.org
Phone: 970-641-7913

CFO or Financial Contact:

Name: Jody Wise
Title: Accountant
Email: jwise@gunnisoncounty.org
Phone: 970-641-7679

Invoice Contact:

Name: Jody Wise
Title: Accountant
Email: jwise@gunnisoncounty.org
Phone: 970-641-7679

Individual Signing Contract:

Name: Matthew Birnie
Title: County Manager
Email: mbirnie@gunnisoncounty.org
Phone: 970-641-0248

Additional Contacts for DocuSign Review:

The Office of Early Childhood collects signatures via DocuSign. **Please list below any individuals that need to be included in the DocuSign process prior to the final signature** (example: Director's Assistant, Attorney, etc):

Name Melanie Bollig
Email mbollig@gunnisoncounty.org
Sign or CC? CC

Is your agency set up for Electronic Deposit with the State of CO? Yes x No

If Yes, please list the last 4 digits of the account number payments should be sent to: 9411

How long does your agency and/or board need to review and return the signed contract? 2 weeks

IMPORTANT – When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

3-29-2022
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Deputy County Attorney Employment

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Alex San Filippo-Rosser

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

Summary:

The Board agrees to employ Employee as the Deputy County Attorney.

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: 3/23/2022

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

Comments:

Reveiwed by: Discharge Date: 3/23/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

GUNNISON COUNTY DEPUTY COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this 5th day of April, 2022 ("Effective Date"), by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Alex San Filippo-Rosser ("Employee").

1. Employment as Deputy County Attorney. The Board agrees to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Agreement, beginning on April 5, 2022.

2. Duties. Employee shall serve at the pleasure of the Board and under the direct supervision of the County Attorney, who shall have authority to oversee the work of Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to serve as an attorney for the County and to provide legal advice, representation and counsel to the County.

3. Personnel Policies and Procedures. Except as otherwise expressly set forth in this Agreement, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. Employee shall begin employment with the same number of vacation or annual leave hours Employee has accrued pursuant to Gunnison County Assistant County Attorney Employment Agreement entered into on March 4, 2021 ("ACA Agreement") and as of the date of the execution of this Agreement. Employee shall accrue vacation at 10 hours per month until such time as he would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours,

the maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with the same number of sick hours the Employee has accrued pursuant to the ACA Agreement and as of the date of the execution of this Agreement. Upon execution of this Agreement, Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have a total of 7 days (56 hours) of Executive Leave for the calendar year 2022 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. In addition, any executive leave that Employee received pursuant to the ACA Agreement is hereby rescinded and no longer afforded to Employee upon execution of this agreement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado, except that the County shall not be responsible for any fees, charges or assessments related to Employee's failure to timely apply for or otherwise maintain a proper and active license to practice, including but not limited to any costs or expenses associated with any disciplinary investigation or action by the Colorado Bar in relation

to Employee.

j. Moving Expenses. Employee shall receive a one-time payment of two thousand dollars ($2,000) to reimburse Employee for moving expenses Employee incurred in 2021.

6. Compensation. During the period of employment, the Board agrees to pay Employee for Employee's services a base salary of One-hundred Eighteen thousand dollars and zero cents ($118,000). The compensation and other terms of this Agreement shall be reviewed by the parties no sooner than March 1, 2024.

7. Market Wage Adjustments. Starting in 2023, Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times timely observe and comply with all ethical and professional licensure and other standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote

Employee's time, attention, knowledge and skills solely to the interests of the County. Failure to comply with this Paragraph 10(b), at the sole discretion of the County, may result in termination without Employee receiving or otherwise being eligible for severance pay as described in Paragraph 11(b) of this Agreement. Such failure includes, but is not limited to, Employee's failure to obtain and maintain an active license to practice law in the State of Colorado.

c. Status as Employee. It is the intention of Board and Employee that Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Attorney at any time during the period of employment and Employee is ready, willing and able to perform the duties of Deputy County Attorney, the County shall provide Employee severance pay in the amount equal to three (3) months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater, **except** if the relationship is terminated for breach of this agreement, nonperformance or unacceptable performance of work, or for violation of any law, ethical or professional standard or other obligation imposed by constitution, statute or other provision of law, there shall be no severance pay.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, the severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Deputy County Attorney position, or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship and provide severance pay to Employee pursuant to Section 11(b) of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. This Agreement also supersedes the Gunnison County Assistant County Attorney Employment Agreement entered into on March 4, 2021 ("ACA Agreement"). Upon execution of this Agreement, the ACA Agreement shall be deemed to be null, void and otherwise terminated by the parties.

15. Venue and Choice of Law. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

16. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

_____
Jonathan Houck, Chairperson

EMPLOYEE

_____
Alex San Filippo-Rosser
Deputy County Attorney

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Employee Medical Benefits Plan, Amendment #2; Grou

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

GPA reviews the plan document each year to make sure it is in compliance and to make any plan changes needed at renewal. With this Amendment, we needed to update the following:

Fiscal Impact: 0

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/28/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

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GROUP & PENSION ADMINISTRATORS, INC.
PARK CENTRAL 8 • 12770 MERIT DRIVE 2ND FLOOR, SUITE 200 • DALLAS, TX 75251 • (972) 238-7900

Broker DocuSign Authorization

This notification serves as confirmation that we (the broker) have reviewed the enclosed documents and have approved to be signed by the Client.

Frank Stichter	DocuSigned by: Frank Stichter 5B87A30CBD7D466...	3/7/2022
Broker Name	Signature	Date

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AMENDMENT #2

To Plan Document Dated September 1, 2017 and Restated January 1, 2020

GUNNISON COUNTY, COLORADO EMPLOYEE MEDICAL BENEFIT PLAN

COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2020:

1. Schedule of Benefits – Traditional Plan, page 22, is deleted in its entirety and replaced with the attached revised page 22.

2. Schedule of Benefits – High Deductible Health Plan, page 32, is deleted in its entirety and replaced with the attached revised page 32.

The following changes to the Plan Document are effective January 1, 2022:

1. All references in the Plan Document to "Free-standing Emergency Room Facility" are deleted and replaced as follows:

   Independent Freestanding Emergency Department

2. Introduction, page 7 is deleted in its entirety and replaced with attached revised page 7.

3. Schedule of Benefits – Traditional Plan, pages 18, 19,19a, 20, 22, 25, 25a, 26 and 27 are deleted in their entirety and replaced with attached revised pages 18, 19, 19a, 20, 22, new page 22a, 25, 25a, 26 and 27.

4. Schedule of Benefits – High Deductible Health Plan, pages 28, 29, 29a, 30, 32, 34, 34a, 35 and 36 are deleted in their entirety and replaced with attached revised pages 28, 29, 29a, 30, 32, new page 32a, 34, 34a, 35 and 36.

5. Prescription Drug Plan Benefits, pages 41, 42, 43 and 44 are deleted in their entirety and replaced with the attached revised pages 41, 42, 43, 44 and new page 44a.

6. Case Management, pages 45 and 45a are deleted in their entirety and replaced with the attached revised page 45. Page 45a is deleted in its entirety.

7. Comprehensive Medical Benefits, pages 49, 49a, 50 and 51 are deleted in their entirety and replaced with the attached revised page 49, 50 and 51. Page 49a is deleted in its entirety.

8. Major Medical Expense Benefits, page 52, Autism Spectrum Disorder is deleted and replaced as follows:

   Autism Spectrum Disorder. The charges for treatment of Autism Spectrum Disorder, not subject to the Plan's internal Therapy Maximums. Treatment includes all generally recognized services prescribed in relation to Autism Spectrum Disorder by the patient's Physician. "Generally recognized services" may include services such as evaluation and assessment, Applied Behavior Analysis (ABA) Therapy, behavior training and management, Speech Therapy, Occupational Therapy, Physical Therapy and medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

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9. Major Medical Expense Benefits, page 55, Drugs is deleted and replaced as follows:

   Drugs. The charges for Drugs requiring the written prescription of a licensed Physician; such Drugs must be Medically Necessary for the treatment of an Illness or Injury. See Prescription Drug Plan section. Prescription Drugs are covered by the Prescription Drug Card, Mail Order Service, or Specialty Pharmacy and not payable under Major Medical Expense Benefits. However, Specialty Drugs that are not listed on the Plan's Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary are payable under Major Medical Expense Benefits. Regarding Specialty Drugs that are listed on the Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary, see "Specialty Drugs Program" in the Prescription Drug Plan Benefits section.

10. Major Medical Expense Benefits, page 56, Hospital is deleted and replaced as follows:

    Hospital. The charges for:

    1. The actual Room and Board expenses incurred for confinement in a regular Hospital room;
    2. The actual expense incurred for confinement in an Intensive Care Unit, a Cardiac Care Unit or Burn Unit;
    3. Miscellaneous Hospital services and supplies during Hospital confinement;
    4. Inpatient Charges for nursery Room and Board;
    5. Outpatient Hospital services and supplies; and
    6. Hospital Emergency Room services and supplies.

11. Major Medical Expense Benefits, page 58, Skilled Nursing Facility/Extended Care Facility is deleted and replaced as follows:

    Skilled Nursing Facility/Extended Care Facility. The charges incurred for confinement in a Skilled Nursing Facility/Extended Care Facility; however, the attending Physician must certify that confinement is Medically Necessary and only charges incurred in connection with care related to the Injury or Illness for which the Covered Person was Hospital confined will be eligible.

12. Major Medical Expense Benefits, page 59, UCM Digital Health is added to the Plan Document as follows:

    UCM Digital Health. The charges for a **UCM Digital Health** consultation (telephone or online) with a Physician.

13. Major Medical Plan Exclusions and Limitations, page 60, Consultations (Online/Telephone) is deleted and replaced as follows:

    Consultations (Online/Telephone). Charges for telephone or online consultations with a Physician and/or other Providers except for UCM Digital Health consultations.

14. Major Medical Plan Exclusions and Limitations, page 61, Hypnotherapy, Behavior Training and Biofeedback is deleted and replaced as follows:

    Hypnotherapy, Behavior Training and Biofeedback. Charges for hypnotherapy, Applied Behavior Analysis (ABA) Therapy and/or behavior training (except ABA Therapy and/or behavior training for treatment of Autism Spectrum Disorder) and biofeedback.

15. Claim Review and Audit Program, page 75 is deleted in its entirety and replaced with the attached revised page 75.

16. Procedures for Claims and Appeals, page 80, Appeal Process, new language is added before the last paragraph after item #11 as follows:

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NOTE: When the dispute of a Claim payment or denial only involves payment amounts due from the Plan to the Out-of-Network Provider, and the Provider has no recourse against the Plan Participant under the No Surprises Act (NSA), the payment dispute may only be resolved through open negotiation, or the Independent Dispute Resolution (IDR) process as outlined in the NSA. There may be instances when a Plan Participant may appeal a Claim through this section concurrently with an Out-of-Network Provider's payment dispute through the IDR process.

17. Procedures for Claims and Appeals, page 84, External Review of Adverse Benefit Determination is deleted in its entirety and replaced as follows:

EXTERNAL REVIEW OF ADVERSE BENEFIT DETERMINATION

When the internal appeals procedures have been exhausted, the Claimant may elect to have an additional and final opportunity for a review of an Adverse Benefit Determination (including a final internal Adverse Benefit Determination) by an independent review organization (IRO). The IRO will be accredited by URAC or a similar nationally recognized accrediting organization for the purpose of conducting an independent and unbiased review.

The request for an external review must be filed by the Claimant within four (4) months following the Claimant's receipt of the notice of Adverse Benefit Determination or final internal Adverse Benefit Determination. However, if the Plan fails to strictly adhere to all the requirements of the internal claims and appeals process with respect to a Claim, the Claimant will be deemed to have exhausted the internal claims and appeals process, and the Claimant may initiate an external review and pursue any available remedies under applicable law, such as judicial review.

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary failed to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.

2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.

3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

There are two (2) types of external reviews; standard and expedited. An external review is a standard external review unless the timing required to perform a standard external review involves circumstances that would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the final internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency services but has not yet been discharged from the Facility. In such cases, the Plan will consider the external review to be an expedited review.

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18. General Provisions, page 89, Fraud is deleted and replaced as follows:

FRAUD
The following actions by a Covered Person or a Covered Person's knowledge of such actions being taken by another, constitute fraud and will result in immediate, indefinite and permanent termination of all coverage under this Plan for the entire Family unit of which the Covered Person is a member:

1. Attempting to submit a Claim for benefits (which includes attempting to fill a prescription) for a person who is not a Covered Person in the Plan;
2. Attempting to file a Claim for a Covered Person for services that were not rendered or Drugs or other items that were not provided;
3. Providing false or misleading information in connection with enrollment in the Plan;
4. Providing any false or misleading information to the Plan; or
5. Providing any false or misleading information to the Specialty Drugs Program or those alternate funding programs that it identifies.

19. Definitions, page 115, Emergency Services is deleted and replaced as follows:

Emergency Services: With respect to an Emergency/Medical Emergency:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the Emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including Ancillary Services routinely available to the Emergency department to evaluate such Emergency medical condition; and

2. Within the capabilities of the staff and Facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency/Medical Emergency, Emergency Services shall also include an item or service provided by a Non-PPO Provider or Facility (regardless of the department of the Hospital or Facility in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-PPO Provider.

20. Definitions, page 119, Hospital Expenses is deleted and replaced as follows:

Hospital Expenses: Charges by a Hospital for Room and Board and/or for care in an Intensive Care Unit provided that such care is furnished at the direction of a Physician.

21. Definitions, page 120, Maximum Allowable Charge is deleted and replaced as follows:

Maximum Allowable Charge: The amount payable for a specific covered item under this Plan. For Claim determinations made in accordance with the Claim Review and Audit Program, the Maximum Allowable Charge will be limited to the Allowable Claim Limits. Please refer to the section, "Claim Review and Audit Program" for the definition of Allowable Claim Limits. For all other Claims, the Maximum Allowable Charge will be a negotiated rate, if one exists. For Claims subject to the No Surprises Act (see "No Surprises Act – Emergency Services and Surprise Bills" within the "Federal Laws" section), if no negotiated rate exists, the Maximum Allowable Charge will be an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable.

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If none of the above factors is applicable, the Maximum Allowable Charge will be determined and established by the Plan, at the Plan Administrator's discretion, using normative data and submitted information such as, but not limited to, any one or more of the following, in the Plan Administrator's discretion:

- Medicare reimbursement rates (presently utilized by the Centers for Medicare and Medicaid Services ["CMS"]).
- Prices established by CMS utilizing standard Medicare Payment methods and/or based upon supplemental Medicare pricing data for items Medicare does not cover based on data from CMS.
- Prices established by CMS utilizing standard Medicare payment methods and/or based upon prevailing Medicare rates in the community for non-Medicare Facilities for similar services and/or supplies provided by similarly skilled and trained Providers of care.
- Prices established by CMS utilizing standard Medicare payment methods for items in alternate settings based on Medicare rates provided for similar services and/or supplies paid to similarly skilled and trained Providers of care in traditional settings.
- Medicare cost data as reflected in the applicable individual Provider's cost report(s).
- The fee(s) which the Provider most frequently charges the majority of patients for the service or supply.
- Amounts the Provider specifically agrees to accept as payment in full either through direct negotiation or through a Preferred Provider Organization (PPO) network.
- Average wholesale price (AWP) and/or manufacturer's retail pricing (MRP).
- Medicare cost-to-charge ratios or other information regarding the actual cost to provide the service or supply.
- The allowable charge otherwise specified within the terms of this Plan.
- The prevailing range of fees charged in the same "area" (defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made) by Providers of similar training and experience for the service or supply.

The Plan Administrator may in its discretion, taking into consideration specific circumstances, deem a greater amount to be payable than the lesser of the aforementioned amounts. The Plan Administrator may take any or all such factors into account but has no obligation to consider any particular factor. The Plan Administrator may also account for unusual circumstances or complications requiring additional, or a lesser, amount of time, skill and experience in connection with a particular service or supply, industry standards and practices as they relate to similar scenarios, and the cause of Injury or Illness necessitating the service(s) and/or charge(s).

In all instances, the Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence and/or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

The determination that fees for services are includable in the Maximum Allowable Charge will be made by the Plan Administrator, taking into consideration, but not limited to, the findings and assessments of the following entities: (a) The national medical associations, societies, and organizations; and (b) The Food and Drug Administration (FDA). To be includable in the Maximum Allowable Charge, services and fees must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The Plan Administrator has the discretionary authority to decide if a charge is covered under this Plan. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

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22. Definitions, page 126, Private is deleted in its entirety.

23. Definitions, page 128, Semi-Private is deleted in its entirety.

24. Definitions, the following new definitions are added to the Plan Document:

Certified IDR Entity: An entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

Gene and Cellular Therapy Products: Products included on the Select Drugs and Products List, as defined by the Office of Tissues and Advanced Therapies (OTAT) of the U.S. Food and Drug Administration, under either the Medical benefits or the Prescription Drug benefits.

Independent Freestanding Emergency Department: A health care Facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable State law, and which provides any Emergency Services. Independent Freestanding Emergency Departments do not include Urgent Care Facilities (Minor Emergency Medical Clinics).

Qualifying Payment Amount: The median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan's Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a State all-payer claims database or any eligible third-party database in accordance with applicable law.

Recognized Amount: Except for Out-of-Network air ambulance services, an amount determined under an applicable all-payer model agreement or, if unavailable, an amount determined by applicable State law. If no such amounts are available or applicable and for Out-of-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

Select Drugs and Products List: A list of Specialty Drugs or Gene and Cellular Therapy Products that are subject to step-therapy, prior authorization and administrative review and may only be acquired after enrollment in the Plan's Specialty Drugs Program for coverage.

Specialty Drugs: Prescription Drug or biologic products that have ANY of the following features associated with their use or acquisition: 1) difficult or unusual process of administration to the patient when self-administered or healthcare Practitioner-administered, 2) require enrollment in an FDA mandated Risk Evaluation and Mitigation Strategy (REMS), 3) require enhanced data collection efforts, 4) require patient management services that are enhanced to the normal practice of pharmacy, 5) are products used in the treatment of rare disease, 6) require patient training or side effect management, and 7) cost greater than $680 per thirty (30) day supply as defined by the Plan.

Specialty Drugs Program: A mandatory Plan-sponsored program, as defined in the Prescription Drug Plan Benefits section, offered to Plan Participants that utilizes a specialty healthcare advocate for products listed on the Plan's Select Drugs and Products list.

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In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: Lauren Trautz

Title: _____

Date: _____

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient/ Outpatient Physician Services	80% of negotiated rate Deductible applies		
Physician Hospital Visits/Surgeon	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Lab and X-ray Benefit applies. Initial Visit	80% of PPO rate Deductible applies 100% of PPO rate Deductible waived	80% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible waived	Contact Utilization Review for Coordination of Care.
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits** **Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)			
• Outpatient Hospital Interpretation	80% of PPO rate Deductible applies	80% of Allowable Claim Limits	
• Free-standing or Independent Facility (includes interpretation)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient / Outpatient Physician Services	100% of negotiated rate Deductible applies		
Physician Hospital Visits/Surgeon	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Initial Visit	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible waived	
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)			
• Outpatient Hospital Interpretation	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
• Free-standing or Independent Facility (includes interpretation)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

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recommended that a Plan Participant verify with the Provider that the Provider is still a Preferred Provider before receiving services.

The Preferred Provider Network (PPO) does **not** include services and supplies provided by Facilities such as Hospital Facilities, Ambulatory Surgery Center Facilities, Ambulatory Infusion Centers and dialysis clinics or Facilities. You may contact the Claims Administrator or the Plan Administrator with any questions regarding which Facilities may be included under the Claim Review and Audit Program, and which may be included under the PPO Network agreement.

For all Facility Providers and those Physicians and professional Providers not participating in the PPO, the Plan will identify the Reasonable cost for the services and supplies through its Claim Review and Audit Program. There is a section in this Summary Plan Description that fully describes the Claim Review and Audit Program. The benefits for Facility Providers are described in the Schedule of Benefits under Level I and the benefits for those Physicians and professional Providers not participating in the PPO (Non-PPO) are described in Level II.

This plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative, indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant's Coinsurance, Copayment, Deductible, and Out-of-Pocket Maximum will be calculated as if the Provider had been In-Network despite that information proving to be inaccurate.

EFFECTIVE DATE

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2020**

CLAIMS ADMINISTRATOR

The Claims Administrator of the Plan is shown in the General Information and Purpose section.

NAMED FIDUCIARY

The named Fiduciary to the Plan is **Gunnison County, Colorado**, who, as Plan Administrator, shall have the authority to control and manage the operation and administration of the Plan. The Employer may delegate responsibilities for the operation and administration of the Plan. The Employer or Board of Directors of the Employer, if applicable, shall have the authority to amend or terminate the Plan, to determine its policies, to appoint and remove service Providers, adjust their compensation (if any), and exercise general administrative authority over them. The Employer has the sole authority and responsibility to review and make final decisions on all Claims to benefits hereunder.

CONTRIBUTIONS TO THE PLAN

Contributions to the Plan are to be made on the following basis:

The Employer shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed by each Covered Employee.

Notwithstanding any other provision of the Plan, the Employer's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer, if applicable, terminates the Plan, then as of the effective date of termination, the Employer and Covered Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims incurred after the termination date of the Plan.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible • Per Covered Person • Family Limit*	 $800 $1,600
Benefit Percentage (unless otherwise noted)	80%
Annual Out-of-Pocket Maximum (Includes Deductible and Medical Copays; excludes Prescription Drug Copays** and products included on the Select Drugs and Products List) • Per Covered Person • Family Limit*	 $3,200 $6,400

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges, excluding charges for Drugs listed on the Plan's Select Drugs and Products List. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year (excluding non-compliance penalties for Specialty Drugs included on the Select Drugs and Products List which do not contribute to meeting the Annual Out-of-Pocket Maximum or Deductible under this Major Medical Plan). Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges. The Covered Person's Coinsurance is determined by the Plan's Benefit Percentage reflected in this Schedule of Benefits. The Covered Person is responsible for the difference between the Plan's Benefit Percentage and 100%.

*Applies collectively to all Covered Persons in the same Family.

** Prescription Drug Copays apply to satisfy a separate Prescription Drug Out-of-Pocket Maximum.

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LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

NO SURPRISES ACT - Emergency Services and Surprise Bills
For Out-of-Network Claims subject to the No Surprises Act ("NSA") (part of the Consolidated Appropriations Act of 2021), a Participant's cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Coordination of Care Requirements	
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.

Utilization Review (UR) Notification Requirements	
Utilization Review required for: • Products included on the Select Drugs and Products List (check Select Drugs and Products List for additional information) **NOTE:** Products must be ordered through Noble Health Services Specialty Pharmacy at 888-843-2040.	Non-compliance Penalty: 100% reduction in benefits payable Non-compliance penalty applies for failure to notify Utilization Review and enroll in the Specialty Drugs Program. See Coordination of Care section and "Specialty Drugs Program" under the Prescription Drug Plan Benefits section for additional information.

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Gunnison Valley Health Systems Inpatient/Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	70% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Inpatient Services		
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	80% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	80% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	80% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	80% of Allowable Claim Limits Deductible applies	

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 80% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Routine Limited to beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	80% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for products included on the Select Drugs and Products List.
Diabetic Self-Management Training		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

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LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

NO SURPRISES ACT - Emergency Services and Surprise Bills
For Out-of-Network Claims subject to the No Surprises Act ("NSA") (part of the Consolidated Appropriations Act of 2021), a Participant's cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient/ Outpatient Physician Services	70% of negotiated rate Deductible applies		
Physician Hospital Visits/Surgeon	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Lab and X-ray Benefit applies. Initial Visit	80% of PPO rate Deductible applies 100% of PPO rate Deductible waived	80% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible waived	Contact Utilization Review for Coordination of Care.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits** **Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)			
• Outpatient Hospital Interpretation	80% of PPO rate Deductible applies	80% of Allowable Claim Limits	
• Free-standing or Independent Facility (includes interpretation)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Infusion Therapy/ Dialysis**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for products included on the Select Drugs and Products List.
***Durable Medical Equipment**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Prosthetics**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Hearing Exams / Hearing Aids	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Home Health Care Services**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for medications or biologics listed on the Select Drugs and Products List.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Hospice**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review GPA Nurse Navigator℠ for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate after $40 Copay PCP $60 Copay Specialist Deductible waived	100% of Allowable Claim Limits $40 Copay PCP $60 Copay Specialist Deductible waived	
***Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Morbid Obesity**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Ambulance — Air or Ground Transportation**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
UCM Digital Health Consultation (telephone or online – unlimited access)	100%; no Copay or Consultation fee		Call 844-4-VIP DOC (844-484-7362).
***All Other Covered Expenses**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

Organ Transplant Services
Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.

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SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Preventive and Wellness Care Benefits This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.			
Benefit Percentage For:	**Level II PPO Benefit**	**Level II Non-PPO Benefit**	**Limits & Provisions**
All Covered Wellness Benefits	100% of PPO rate Copay and Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below

Examples of Covered Wellness Procedures to include but are not limited to:

1. Routine Physical Exam
2. Annual Well Woman Exam
3. *Annual Pap smear and other routine lab
4. *Annual Mammogram (routine)
5. *Bone Density test (routine)
6. *Annual PSA test (routine)
7. Well Baby Care Exam/Well Child Care Exam
8. Routine Immunizations
9. Flu vaccine/pneumonia vaccine
10. *Routine lab, x-ray, diagnostic testing and other medical screenings
11. Routine Vision Screening for Covered Dependent Children
12. Routine Hearing Screening for Covered Dependent Children
13. *Routine/Diagnostic Colonoscopy (including polyp removal – routine beginning at age 50 or Family history of colon cancer)
14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt)
15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible (Includes Covered Medical and Prescription Drug Expenses) • Per Covered Person • Family Limit*	 $4,000 $8,000
Benefit Percentage (unless otherwise noted)	100%
Annual Out-of-Pocket Maximum (Includes Calendar Year Deductible, Covered Medical and Prescription Drug Expenses; excludes products included on the Select Drugs and Products List) • Per Covered Person • Family Limit*	 $4,000 $8,000

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges, excluding charges for Drugs listed on the Plan's Select Drugs and Products List. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year (excluding non-compliance penalties for Specialty Drugs included on the Select Drugs and Products List which do not contribute to meeting the Annual Out-of-Pocket Maximum or Deductible under this Major Medical Plan). Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges.

* The Calendar Year Deductible per Covered Person (individual Deductible) is embedded in the Deductible Family Limit and the Annual Out-of-Pocket Maximum per Covered Person (individual Annual Out-of-Pocket) is embedded in the Annual Out-of-Pocket Maximum Family Limit. Each covered Family member is only required to satisfy his/her own individual Deductible and individual Annual Out-of-Pocket, not the entire Family Limit, in order to receive Plan benefits. The Deductible Family Limit and Annual Out-of-Pocket Maximum Family Limit are satisfied by two (2) or more Family members collectively; however, each Family member cannot contribute more than his/her own individual Deductible or individual Annual Out-of-Pocket Maximum.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

NO SURPRISES ACT - Emergency Services and Surprise Bills
For Out-of-Network Claims subject to the No Surprises Act ("NSA") (part of the Consolidated Appropriations Act of 2021), a Participant's cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Coordination of Care Requirements	
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.
Utilization Review (UR) Notification Requirements	
Utilization Review required for: • Products included on the Select Drugs and Products List (check Select Drugs and Products List for additional information) **NOTE:** Products must be ordered through Noble Health Services Specialty Pharmacy at 888-843-2040.	Non-compliance Penalty: 100% reduction in benefits payable Non-compliance penalty applies for failure to notify Utilization Review and enroll in the Specialty Drugs Program. See Coordination of Care section and "Specialty Drugs Program" under the Prescription Drug Plan Benefits section for additional information.

Benefit Percentage For:	**Level I Benefit**	**Maximum Benefits, Limits & Provisions**
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	100% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Inpatient Services		
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	100% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	100% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	100% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible applies	

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 100% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Routine Limited to beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	100% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for products included on the Select Drugs and Products List.
Diabetic Self-Management Training		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

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LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

NO SURPRISES ACT - Emergency Services and Surprise Bills
For Out-of-Network Claims subject to the No Surprises Act ("NSA") (part of the Consolidated Appropriations Act of 2021), a Participant's cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient / Outpatient Physician Services	100% of negotiated rate Deductible applies		
Physician Hospital Visits/Surgeon	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Initial Visit	100% of PPO rate Deductible applies 100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible waived	Contact Utilization Review for Coordination of Care.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)			
• Outpatient Hospital Interpretation	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
• Free-standing or Independent Facility (includes interpretation)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Infusion Therapy/ Dialysis**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for products included on the Select Drugs and Products List.
***Durable Medical Equipment**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Prosthetics**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Hearing Exams/Hearing Aids	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Home Health Care Services**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care. UR Notification required or penalty applies for medications or biologics listed on the Select Drugs and Products List.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Hospice**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Morbid Obesity**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Ambulance — Air or Ground Transportation**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
UCM Digital Health Consultation (telephone or online – unlimited access)	$10 Consultation Fee Fee applies to satisfy PPO Deductible and PPO Annual Out-of-Pocket Maximum.		Call 844-4-VIP DOC (844-484-7362).
***All Other Covered Expenses**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

Organ Transplant Services
Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.

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SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Preventive and Wellness Care Benefits

This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Limits & Provisions
All Covered Wellness Benefits	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below

Examples of Covered Wellness Procedures to include but are not limited to:

1. Routine Physical Exam
2. Annual Well Woman Exam
3. *Annual Pap smear and other routine lab
4. *Annual Mammogram (routine)
5. *Bone Density test (routine)
6. *Annual PSA test (routine)
7. Well Baby Care Exam/Well Child Care Exam
8. Routine Immunizations
9. Flu vaccine/pneumonia vaccine
10. *Routine lab, x-ray, diagnostic testing and other medical screenings
11. Routine Vision Screening for Covered Dependent Children
12. Routine Hearing Screening for Covered Dependent Children
13. *Routine/Diagnostic Colonoscopy (including polyp removal – routine beginning at age 50 or Family history of colon cancer)
14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt)
15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

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PRESCRIPTION DRUG PLAN BENEFITS

High Deductible Health Plan		
Prescription Drug Expenses apply to satisfy the Medical Plan's Level I/Level II Calendar Year Deductible. The Plan requires the Covered Person to pay the entire cost of Prescription Drug Expenses until the Deductible has been met. After the Calendar Year Deductible and Annual Out-of-Pocket Maximum have been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year. Out-of-Pocket non-compliance penalties for Specialty Drugs included on the Select Drugs and Products List do not contribute to meeting the Annual Out-of-Pocket Maximum or Deductibles.		
	Supply Limit	**Benefit**
Prescription Card Service Generic and Brand Name Drugs	30 – 90 days	100% after Deductible
Mail Order Service Generic and Brand Name Drugs	90 days	100% after Deductible
Specialty Drugs* Supply Limit: 30 days 100% Copay* All Drugs or products included on the Select Drugs and Products List require enrollment in the Specialty Drugs Program** for coverage limits to apply.		
Optional Mail Order Service (CanaRx) Supply Limit Certain Brand Name Preventive Care Drugs may be available to you free of charge through CanaRx's voluntary international Prescription Drug program. Please contact CanaRx at 866-893-6337 for more information.		**100%; $0 Copay** 3 months

Traditional Plan	
Prescription Drug Copays apply to satisfy a separate Prescription Drug Annual Out-of-Pocket Maximum. After the separate Prescription Drug Annual Out-of-Pocket Maximum has been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year. Out-of-Pocket non-compliance penalties for Specialty Drugs included on the Select Drugs and Products List do not contribute to meeting the separate Prescription Drug Annual Out-of-Pocket Maximum or Deductibles.	
Calendar Year Prescription Drug Deductible Per Covered Person	 $100
The Prescription Drug Deductible must be satisfied each Calendar Year before Copays apply.	
Prescription Drug Annual Out-of-Pocket Maximum Per Covered Person Family Limit*	 $3,000 $6,000
*Applies collectively to all Covered Persons in the same Family.	
Prescription Card Service <u>Supply Limit</u> Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	**100% after applicable Copay** <u>30 days</u> $5 Copay 75% Copay with a minimum $35 Copay and up to a maximum $150 Copay 75% Copay with a minimum $70 Copay and up to a maximum $150 Copay
Prescription Card Service – Generic Drugs Only <u>Supply Limit</u> Generic Drugs (Tier 1)	 <u>90 days</u> $15 Copay
Mail Order Service <u>Supply Limit</u> Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	**100% after applicable Copay** <u>90 days</u> $10 Copay 75% Copay with a minimum $80 Copay 75% Copay with a minimum $80 Copay

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Traditional Plan (Continued)	
Specialty Drugs* Supply Limit All Drugs or products included on the Select Drugs and Products List require enrollment in the Specialty Drugs Program** for coverage limits to apply.	**100% Copay*** 30 days
Optional Mail Order Service (CanaRx) **Supply Limit** **Certain Brand Name Drugs may be available to you free of charge through CanaRx's voluntary international Prescription Drug program. Please contact CanaRx at 866-893-6337 for more information.**	**100%; $0 Copay** **3 months**

*** The Calendar Year Deductible and Annual Out-of-Pocket Maximum are exclusive of charges for Drugs listed on the Plan's Select Drugs and Products List. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100%, excluding products on the Select Drugs and Products List, for the remainder of the Calendar Year. Specialty Drugs must be ordered through Noble Health Services Specialty Pharmacy at 888-843-2040, and all Plan Participants using Specialty Drugs must enroll in the Plan-sponsored Specialty Drugs Program**.**

NOTE: Medications required for Preventive Care services may be covered at 100%, Copay and/or Deductible waived.

For Coordination of Benefits when this Plan is secondary, file the prescription receipt with the Drug Plan. Call the Prescription Claims Help Desk for a Claim form. See Plan Participant identification card for the phone number.

(Traditional Plan only) If the pharmacy charge is less than the Generic or Brand Copay, then the actual charge will become the Copay. Generic and Brand Name copayments apply separately to each prescription and refill and do not apply to the Calendar Year Deductible.

To be covered, Prescription Drugs must be:

1. Purchased from a participating licensed pharmacist;
2. Dispensed to the Covered Person for whom they are prescribed; and
3. Legally prescribed by a Qualified Prescriber.

Specialty Drugs Program**

The Plan requires Plan Participants to enroll in a Specialty Healthcare Advocacy Program to receive coverage under the Program for medications or biologics listed on the Plan's Select Drugs and Products List (SDL). All Plan Participants seeking Plan coverage for listed Specialty Drugs are required to meet prior authorization and administrative review criteria, which includes enrollment in the Specialty Healthcare Advocacy Program.

The Specialty Healthcare Advocacy Program will help Plan Participants obtain their SDL listed Drugs by identifying alternative forms of funding for their eligible prescriptions. The Plan is sponsoring this Program and Plan Participants will not be responsible for any fees to participate in the Program. If a Plan Participant chooses not to enroll in the Specialty Healthcare Advocacy Program, the non-compliance penalty of 100% member payment will apply and this non-compliance penalty will not accumulate toward the Deductible or the Out-of-Pocket Maximum.

Advocates from the Specialty Healthcare Advocacy Program will contact Plan Participants to complete the enrollment process and gather any additional information required to help the Plan Participant maximize his/her benefit for Specialty Drugs under the Program. Some alternate funding programs require verification of income as a condition of meeting alternate funding program criteria. In such cases, the Plan Participant will be asked to provide this information directly to the alternate funding program, and such information will not be provided to the Plan.

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Plan Participants who have completed prior authorization and administrative review are eligible for benefit reconsideration under the First Appeal Level process in the event that alternate funding is not available. Such cases that meet Plan First Appeal Level criteria will be eligible for Prescription Drug benefits as defined in the Plan, where Out-of-Pocket Maximums and Deductibles will accumulate.

All Specialty Drugs paid for by the Plan, after meeting First Appeal Level criteria, must be dispensed/coordinated by Noble Pharmacy. Noble Pharmacy will collect a Plan Participant's Coinsurance as outlined in the Plan Participant's selected plan. Questions related to the Specialty Drugs Program may be made directly to the Specialty Healthcare Advocacy Program contact center by calling 877-869-7772.

DEFINITIONS

Brand Name Drugs (Tier 2 and Tier 3)
Trademark Drugs or substances marketed by the original manufacturer. Tier 2 Drugs are commonly used Preferred Brand Name Drugs shown on the Formulary Drug List as "Formulary Alternative(s)." Tier 3 Drugs are Non-Preferred Brand Name Drugs listed as "Non-Formulary" or not listed.

Generic Drugs (Tier 1)
Drugs or substances which:

1. Are not trademark Drugs or substances; and
2. May be legally substituted for trademark Drugs or substances.

Over the Counter (OTC) Drugs
Drugs which do not require a prescription from a Qualified Prescriber, unless otherwise specified.

Prescription Drugs
Legend Drugs or medicines which are prescribed by a Qualified Prescriber for the treatment of Illness, Injury or Pregnancy.

Qualified Prescriber
A licensed Physician, Dentist, or other health care Practitioner who may, in the legal scope of his/her practice, prescribe Drugs or medicines.

Select Drugs and Product List (SDL)
A list of Specialty Drugs or Gene and Cellular Therapy Products that are subject to step-therapy, prior authorization and administrative review, and that may only be acquired after enrollment in the Plan's Specialty Drugs Program for coverage.

Specialty Drugs
Prescription Drug or biologic products that have ANY of the following features associated with their use or acquisition: 1) difficult or unusual process of administration to the patient when self-administered or healthcare-Practitioner administered, 2) require enrollment in an FDA mandated Risk Evaluation and Mitigation Strategy (REMS), 3) require enhanced data collection efforts, 4) require patient management services that are enhanced to the normal practice of pharmacy, 5) are products used in the treatment of rare disease, 6) require patient training or side effect management, and 7) cost greater than $680 per thirty (30) day supply as defined by the Plan.

Specialty Drug List
A list of Prescription Drugs, typically prescribed by a Specialist, that may require special handling, storage, transportation services, or enhanced clinical monitoring by a Specialist or Specialty Pharmacy Provider. The Specialty Drug List is updated periodically by the Plan to address changes in prescription labelling, new market entrants, and safety and efficacy considerations, and each Drug listed requires Plan prior authorization, step-therapy, and administrative review for coverage.

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Product Selection
The pharmacist substitutes more economically priced Generic equivalent Drugs whenever possible unless there is a specific request for a Brand Name by the prescribing Physician or when State law requires no substitution for the Brand Name Drug. **Under this program if the prescribing Physician does not specify the Brand Name, but the Covered Person requests the Brand product when there is a Generic substitute available, the Covered Person is required to pay the difference in cost between the Brand and Generic product in addition to the usual Brand Copay (applies to Prescription Card and Mail Order).**

Most pharmacists, as a courtesy to the patient, will ask whether a Generic Drug is acceptable to the Covered Person if the Physician has specified "product selection permitted" on the prescription. If the Physician has specified "dispense as written," no choice is given to the patient, and only the applicable Copay will be charged.

Miscellaneous Provisions
The following provisions may be included in your Prescription Drug Plan. Please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card for more information.

Step Therapy: The practice of starting Drug therapy for a medical condition with the most cost-effective and safest Drug available, then progressing to other more costly alternatives if necessary.

Therapeutic Substitution: A Physician-oriented service designed to increase the utilization of more cost-effective products. Substitutes are made for Non-Preferred Brand Name Drugs with either Generic or similar Preferred Brand Name Drugs in the same therapeutic class.

Drug Review
The Plan includes a Drug Review program which is automatically administered by the pharmacist through a nationwide computer network that verifies the eligibility of each Covered Person's card and protects the Covered Person from conflicting prescriptions which might prove harmful if taken at the same time. This program also guards against duplication of medications and incorrect dosage levels.

Covered and Excluded Drugs
The following Covered and Excluded Drug listings are not all inclusive. To find out if a particular Drug is covered, please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card.

NOTE: Some Drugs (including all Specialty Drugs, as listed on the current Specialty Drug List) may require prior authorization and may only be covered, and/or covered for certain ages, if Medically Necessary.

Prescription Drug Plan – Covered Drugs
1. Legend Drugs (Drugs requiring a prescription either by Federal or State law) (there are certain Legend Drugs that may be excluded);
2. Insulin on prescription;
3. Disposable insulin needles/syringes, test strips and lancets on prescription;
4. Compounded medications of which at least one ingredient is a prescription legend Drug;
5. All FDA approved women's contraceptive Drugs and methods (Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
6. Tobacco deterrent medications or any other tobacco use OTC cessation aids, all dosage forms limited to a 168-day supply per Plan Calendar Year (Generic covered at 100%, Copay and/or Deductible waived); if no Generic available, Brand covered at 100%, Copay and/or Deductible waived); and
7. Specialty Drugs (includes injectables). See Specialty Drugs Program.

NOTE: Quantity limitations may apply to some Covered Drugs in addition to those shown above.

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional Drugs that may be covered for preventive treatment.

Prescription Drug Plan – Excluded Drugs
1. Abortifacients;
2. Drugs for Cosmetic purposes;

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3. Weight loss medications;
4. Immunization agents (except immunizations and vaccines as required for Preventive Care services; Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived), biological sera, blood or blood plasma;
5. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medical substances, regardless of intended use, except those listed above;
6. Charges for the administration or injection of any Drug;
7. Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation laws;
8. Drugs labeled "Caution-limited by Federal law to Investigational use," or Experimental Drugs, even though a charge is made to the individual;
9. Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, Extended Care Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; and
10. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order.

NOTE: Drugs excluded from the Prescription Drug Plan are not payable under Major Medical Expense Benefits. However, Specialty Drugs that are <u>not</u> listed on the Plan's Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary are payable under Major Medical Expense Benefits. Regarding Specialty Drugs that are listed on the Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary, see "Specialty Drugs Program" in this Prescription Drug Plan Benefits section.

(Traditional Plan only) A Prescription Drug dispensed by a retail pharmacy, Mail Order Service or Specialty Pharmacy for which a Copay applies is not considered a Claim for benefits under this Plan and, therefore, is not subject to the Plan's Claim Filing Procedures.

When Alternative Care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the Plan Participant (patient), the Plan may approve and pay for all or part of the charges or fees not shown as a Covered Prescription Drug in this Plan Document.

PRESCRIPTION DRUG UTILIZATION AND ADMINISTRATIVE REVIEW

The Prescription Drug benefit does not have unlimited coverage. As with all medical and Hospital services, Prescription Drug utilization is subject to determinations of Medical Necessity, appropriate use and may be subject to administrative review as in the case of Specialty Drugs included on the Select Drugs and Products List. Drug Utilization Review may be concurrent, retrospective or prospective.

Concurrent Drug Utilization Review generally occurs at the time of service and may include electronic Claim audits which may help to protect patients from potential Drug interactions or Drug-therapy conflicts or overuse/under use of medications.

Retrospective Drug Utilization Review generally involves Claim review and may include communication by the Prescription Drug Plan and/or Utilization Review with the prescribing Physician to coordinate care and verify diagnoses and Medical Necessity. It may include a peer review by a Physician of like specialty to the prescribing Physician reviewing the medical and pharmacy records to determine Medical Necessity.

Should Medical Necessity not be determined by the peer review Physician, the treating Physician and Plan Participant will be notified and provided with the peer review results. The Plan Participant and Physician will be forwarded information on the appeal process as outlined in this Plan.

Prospective Drug Utilization Review may include, among other things, Physician or pharmacy assignment in which one Physician and/or one pharmacy is selected to serve as the coordinator of prescription Drug services and benefits for the eligible Plan Participant. The Plan Participant will be notified in writing of this and will be required to designate a Physician and pharmacy as his/her Providers.

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COORDINATION OF CARE

Coordination of Care may be indicated for medical treatment that is Medically Necessary and not Experimental. Coordination of Care is provided by a Registered Nurse (RN) to assist the Plan Participant with coordination of medical care, prevent duplicate diagnostic testing and/or treatment, and identify and refer patients with diagnoses that would benefit from further Plan programs such as Case Management, Disease Management and/or Maternity Support.

COORDINATION OF CARE REQUIREMENTS

Contact GPA's HealthWatch department for Coordination of Care prior to receiving the following services:

- **Inpatient Hospital/Facility admissions (including admissions for Mental Disorders, Chemical Dependency, Drug and Substance Abuse);**
- **Inpatient and Home Hospice;**
- **Maternity;**
- **Radiation therapy, chemotherapy, dialysis or infusion therapy;**
- **Home Health Care;**
- **Transplant evaluation.**

Notification is required and must be provided prior to administration of the following products listed below:

- **Inpatient Hospital/Facility administered products included on the Select Drugs and Products List, as designated by the site of service (see Specialty Drugs Program**);**
- **Outpatient/Facility administered products included on the Select Drugs and Products List, as designated by the site of service (see Specialty Drugs Program**).**

CASE MANAGEMENT

During the Utilization Review process, catastrophic cases such as transplants, burns, spinal cord Injuries, cancer and other large cases will be identified and Case Management may be initiated. Case Management is provided by Nurses with specialized training and/or advanced national certification. The Nurse may monitor the medical care, consult with the Physicians, coordinate with the health care Providers and Facilities, and communicate with the patient and Family to promote receipt of appropriate, cost effective care to expedite the recovery process.

When Out-of-Network fees are negotiated by Case Management and/or Utilization Review on behalf of the Plan, Out-of-Network Covered Charges may be considered at the PPO Benefit level.

ALTERNATIVE CARE

Through alternative care, Case Management may help the patient and the Plan Administrator obtain care/treatment for a serious Illness or Injury that is Medically Necessary and appropriate for the diagnosis. When alternative care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges not shown as a Covered Expense or as a Covered Prescription Drug in this Plan Document. These expenses will be considered on the same basis as the care and treatment for which they are substituted. Benefits provided under this section are subject to all other limitations and provisions within the Plan. In exercising its authority, this Plan will act in a way so as not to discriminate against any Plan Participant. If the care is not being substituted for other Covered Expenses, it will be considered on the same basis as a same or similar Covered Expense or Covered Prescription Drug shown in this Plan Document, as determined by the Claims Administrator.

All benefits provided in this section are subject to Medical Necessity, Reasonableness, and Usual and Customary charges, the Allowable Claim Limits under the Claim Review and Audit Program.

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SELECT DIAGNOSTIC MEDICAL PROCEDURES

The following is a list of Select Diagnostic Medical Procedures that may be performed in a Physician's office, the Outpatient department of a Hospital, free-standing center or an independent Facility. Benefits are available under the Plan as specified in the Schedule of Benefits:

1. Bone scan – Specialized x-ray of bone tissues using radioactive injection if more sensitive to bone irregularities than usual x-rays:
   a. Limited area;
   b. Multiple areas;
   c. Whole body;
   d. With vascular flow only;
   e. Three phase technique; or
   f. Tomographic (SPECT).
2. Cardiac stress test:
   a. Thallium – Use of radioactive dye to define areas of decreased blood flow in vessels of the heart while the patient exercises.
   b. Treadmill – Reading of the electrical patterns of the heart (EKG) while the patient exercises on a treadmill.
3. CT Scan – Computerized x-ray picture of a part of the body.
4. MRI (Magnetic Resonance Imaging) – Diagnostic imaging modality that uses magnetic and radio frequency fields to image body tissue non-invasively.
5. PET Scan (Positron Emission Tomography) – A three-dimensional imaging technique that allows visual examination of the internal organs and illustrates organ function.
6. Ultrasound, Echography and Sonography – The use of inaudible sound waves to outline the shape of organs and tissues in the body. A sonogram during Pregnancy is not considered a Select Diagnostic Medical Procedure and is payable under the Plan's Lab/X-ray Benefit.
7. Myelogram – x-ray of the spine after injection of a contrast medium (dye) into a space in the spinal canal.
8. Aortography, Angiography, Lymphangiography, Venography, Transcatheter, Transluminal Atherectomy and Diskography.
9. Nuclear medicine scans.

CALENDAR YEAR MAXIMUM BENEFIT

The Maximum Amount payable for Covered Expenses during a Calendar Year Benefit Period for each Covered Person is limited to a specific dollar amount, number of days or visits as specified in the Schedule of Benefits. The Calendar Year is from January 1 through December 31 of the same year. The initial Calendar Year Benefit Period is from a Covered Person's effective date through December 31 of the same year. Level I and Level II (PPO and Non-PPO) Covered Charges are combined to determine is a Lifetime Maximum Benefit has been met.

CONTINUITY OF CARE

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider's failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner after termination that the Provider's contractual relationship with the Plan has terminated, and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan's notice of termination is provided and ending ninety (90) days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, "continuing care patient" means an individual who is:

- Undergoing a course of treatment for a serious and complex condition from a specific Provider;
- Undergoing a course of institutional or Inpatient care from a specific Provider;
- Scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery;

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- Pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider; or
- Determined (or was determined) to be terminally ill and is receiving treatment for such Illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred; however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

CHARGES RELATED TO ACCIDENTAL INJURIES
Prior to obtaining Accident details, the Maximum Benefit payable on charges arising from an Accidental Injury is $500. Once charges for the same related Claim equal or exceed $500, charges will be denied until expenses are determined to be an eligible benefit under this Plan.

TRADITIONAL PLAN

DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)
The Deductible amount for each Covered Person is the amount of Covered Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical Expenses incurred during the remainder of that year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Plan Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)
The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) three (3) Family members have each satisfied their Deductible in the same Calendar Year, no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

COINSURANCE
Coinsurance is the portion of Covered Medical Expenses shared by the Plan and the Covered Person in a specific ratio (i.e., 80%/20%) after the Calendar Year Deductible has been satisfied. The amount of Coinsurance paid by the Covered Person is applied to satisfy the Covered Person's Annual Out-of-Pocket Maximum.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical Expenses each Calendar Year including the Deductible and Medical Copays. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Prescription Copays (subject to separate Prescription Drug Annual Out-of-Pocket Maximum);
- Expenses for Drugs listed on the Prescription Drug Plan Select Drugs and Products List;
- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits,or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum Family Limit is met when all covered Family members (collectively) incur the amount shown in the Schedule of Benefits as the Annual Out-of-Pocket Maximum Family Limit. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

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OFFICE VISIT COPAY (PER VISIT)

The Office Visit Copay is the portion of Covered Medical Expenses, a flat dollar amount, payable by the Covered Person for Covered Charges provided by and billed by the Physician at the time of each Physician Office Visit. Whenever an Office Visit Copay applies, the Calendar Year Deductible is waived for that visit except for office procedures listed in the Schedule of Benefits which are not subject to the Office Visit Copay. The Office Visit Copay cannot be used to satisfy the Calendar Year Deductible but will apply to satisfy the Annual Out-of-Pocket Maximum.

Office Visit Copays for a Primary Care Physician and a Specialist are specified in the Schedule of Benefits. A referral from a Primary Care Physician to a Specialist is not required.

HIGH DEDUCTIBLE HEALTH PLAN

DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)
The Deductible amount for each Covered Person is the amount of Covered Medical and Prescription Drug Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical and Prescription Drug Expenses incurred during the remainder of that Calendar Year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)
The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Deductible Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively), no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical and Prescription Drug Expenses each Calendar Year including the Deductible.

Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Level I/Level II PPO/Non-PPO Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Expenses for Drugs listed on the Prescription Drug Plan Select Drugs and Products List;
- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)
The maximum Annual Out-of-Pocket amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Annual Out-of-Pocket Maximum Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) no further Out-of-Pocket amounts will be applied to Covered Medical and Prescription Drug Expenses during the remainder of that Calendar Year. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

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c. Charges that cannot be identified or understood; and
d. Charges that cannot be verified from audits of medical records.

2. **Guidelines.** The following guidelines will be used when determining Allowable Claim Limits:

a. Facilities. The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.

b. Ambulatory Health Care Centers. The Allowable Claim Limit for ambulatory health care centers, including Ambulatory Surgery Centers, which are independent Facilities shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be to the extent available either the Outpatient or Inpatient Medicare allowed amount for the service, plus an additional 20%.

c. Out-of-Network Professional Providers. The Allowable Claim Limits for Out-of-Network professional Providers shall be determined using the following:

i. For general medical and primary care Claims, the Medicare allowed amount in the geographic area plus an additional 40%;
ii. For Specialist medical and surgical care Claims, the Medicare allowed amount in the geographic area plus an additional 55%;
iii. For anesthesiologist Claims, the Medicare allowed amount in the geographic area plus an additional 100%; or
iv. For ambulance and air ambulance Claims, the Medicare allowed amount in the geographic area plus an additional 20%; or
v. For other non-Facility Claims and supplies (such as, but not limited to, Durable Medical Equipment, laboratory services and supplies, and mid-level Providers, etc.), the Medicare allowed amount in the geographic area.

For purposes of determining the proper Allowable Claim Limits for professional Providers in categories (i), (ii), (iii), (iv) or (v) above, the Plan Administrator shall determine the applicable category for each Claim based on the taxonomy code used by the professional Provider for that Claim. The Plan Administrator determines, in its sole discretion, the type of Provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional Providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, telehealth and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/prof1. This list will be updated at least annually to reflect the Plan's current plan design.

d. Directly Contracted Providers. The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.

e. Insufficient Information to Determine Allowable Claim Limit. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above as may be applicable, ELAP may apply the following guidelines:

i. General Medical and/or Surgical Services. The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, but not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that, in the opinion of the Plan Administrator, results in the determination of a Reasonable expense under the Plan.
ii. Medical and Surgical Supplies, Implants, Devices. The Allowable Claim Limit for charges for medical and surgical supplies made by a Provider may be based upon the invoice price (cost)

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AMENDMENT #1

To Plan Document Dated September 1, 2017 and Restated January 1, 2020

GUNNISON COUNTY, COLORADO EMPLOYEE DENTAL AND VISION PLAN

DENTAL AND VISION PLAN

The following change to the Plan Document is effective January 1, 2022:

All references to Group & Pension Administrators, Inc. (GPA) are deleted and replaced as follows:

Group & Pension Administrators, LLC dba GPA

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In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: Lauren Trautz

Title: _____

Date: _____

AMENDMENT #1

To Plan Document Dated September 1, 2017
and Restated January 1, 2020

GUNNISON COUNTY, COLORADO
EMPLOYEE MEDICAL BENEFIT PLAN
COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2021:

1. General Information and Purpose, page 4, is deleted in its entirety and replaced with the attached revised page 4.

2. Introduction, pages 5, 6, and 7, are deleted in their entirety and replaced with the attached revised pages 5, 6, 7 and 7a.

3. Schedule of Benefits—Traditional Plan, pages 19, 20, 25 and 27are deleted in their entirety and replaced with the attached revised pages 19, 19a, 20, 25, 25a and 27.

4. Schedule of Benefits---High Deductible Health Plan, pages 29, 30, 34 and 36 are deleted in their entirety and replaced with the attached revised pages 29, 29a, 30, 34, 34a and 36.

5. Case Management, page 45, is deleted in its entirety and replaced with the attached revised page 45 and 45a.

6. Comprehensive Medical Benefits, page 49, is deleted in its entirety and replaced with the attached revised page 49 and 49a.

7. Major Medical Expense Benefits, Autism Spectrum Disorder, page 52, is deleted and replaced as follows:

   Autism Spectrum Disorder. The charges for treatment of Autism Spectrum Disorder provided to a Dependent Child. Treatment includes all generally recognized services prescribed in relation to Autism Spectrum Disorder by the patient's primary care Physician. "Generally recognized services" may include services such as evaluation and assessment, Applied Behavior Analysis (ABA) Therapy, behavior training and management, Speech Therapy, Occupational Therapy, Physical Therapy and medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

8. Major Medical Plan Exclusions and Limitations, Education, page 61, is deleted and replaced as follows:

   Education. Charges for education or training of any type including those for learning disabilities, except diabetic self-management medical training for diagnosed cases of diabetes and Applied Behavior Analysis (ABA) Therapy and/or behavior training for treatment of Autism Spectrum Disorder.

9. Claim Review and Audit Program, pages 74 and 75, are deleted in their entirety and replaced with the attached revised pages 74 and 75.

10. Procedures for Claims and Appeals, pages 80 and 81, are deleted in their entirety and replaced with the attached revised pages 80 and 81.

11. Definitions, Direct Agreement, page 114, is deleted and replaced as follows:

    Direct Agreement: A complete agreement between a Directly Contracted Provider and ELAP or the Plan Sponsor which contains the terms and conditions under which the Covered Person may access discounted fees and/or negotiated or scheduled reimbursement rates which the Plan adopts as Allowable Claims Limits for Claims submitted by directly contracted Providers.

12. Definitions, Directly Contracted Provider, page 115, is deleted and replaced as follows:

    Directly Contracted Provider: A medical Provider which has entered into a Direct Agreement with ELAP or the Plan Sponsor to provide certain medical services to Covered Persons at agreed upon Allowable Claim Limits.

13. Definitions, the following new definition is added to the Plan Document as follows:

    Applied Behavior Analysis (ABA) Therapy: Applied Behavior Analysis (ABA) Therapy is a scientific approach that applies the understanding of how behavior works to real situations with the goal of increasing behaviors that are helpful, and decreasing behaviors that are harmful or that affect learning. ABA Therapy involves many techniques for understanding and changing behavior. ABA Therapy programs can help to increase language and communication skills; improve attention, social skills, and academics; and decrease problem behaviors.

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: Jonathan Houck

Title: Chairperson of the Board

Date: 3-16-2021

Claims Administrator
Group & Pension Administrators, LLC dba GPA
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-238-7900 ♦ 800-827-7223
The Plan Administrator has retained the services of the Claims Administrator to administer Claims under the Plan.

Utilization Review
GPA's HealthWatch Department
Group & Pension Administrators, LLC dba GPA
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-744-2486 ♦ 866-206-3224

Plan Year
The twelve (12) month period beginning January 1 and ending December 31 of each Calendar Year

Employer Tax ID Number
84-6000770

GPA Group Number
H880141

Legal Entity; Service of Process
The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

INTRODUCTION

Gunnison County, Colorado, hereafter referred to as "Employer" hereby amends and restates the Gunnison County, Colorado Employee Medical Benefit Plan, a self-funded Employee Welfare Benefit Plan, hereafter referred to as the "Plan." The Plan's benefits and administration expenses are paid directly from the Employer's general assets, and the rights and privileges of which shall pertain to Employees and their Dependents with respect to such Plan. The Plan is not insured. Contributions received from Covered Persons are used to cover Plan costs and are expended immediately. As such, when applicable, Federal law and jurisdiction preempt State law and jurisdiction.

PLAN ADMINISTRATOR AND ELAP

The Plan is administered by the Plan Administrator. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

Notwithstanding any provisions of this Plan Document and Summary Plan Description to the contrary, the Plan Sponsor has the authority to, and hereby does, allocate certain Fiduciary responsibility to ELAP Services LLC (*"ELAP"*). The Fiduciary responsibility allocated to ELAP is limited to discretionary authority and decision-making authority with respect to any appeals of denied Claims, which shall be referred to ELAP by the Plan Administrator (the "Referred Appeals"). The Plan Sponsor has allocated additional Fiduciary responsibility to ELAP, limited to discretionary authority and decision-making authority with respect to the review and audit of certain Claims in accordance with the applicable Plan provisions under the section, "Claim Review and Audit Program". Such Claims selected as eligible for review and audit shall be identified by ELAP under guidelines to which the Plan Sponsor has agreed, and shall be referred to ELAP by the Plan Administrator. ELAP shall have no authority, responsibility or liability other than with respect to the Referred Appeals and its duties under the Claim Review and Audit Program.

The Plan Administrator shall establish the policies, practices and procedures of this Plan. The Plan Administrator and ELAP shall administer this Plan in accordance with its terms. It is the express intent of this Plan that the Plan Administrator and ELAP shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of which services, supplies, care and treatment are Experimental/Investigational), to decide disputes which may arise relative to a Covered Person's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator and/or ELAP as to the facts related to any Claim for benefits and the meaning and intent of any provision of the Plan, or its application to any Claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator or ELAP decides, in its discretion, that the Covered Person is entitled to them.

DUTIES OF THE PLAN ADMINISTRATOR

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Plan Participant's rights;
6. To prescribe procedures for filing a Claim for benefits, to review Claim denials and appeals relating to them and to uphold or reverse such denials;

7. To keep and maintain the Plan documents and all other records pertaining to the Plan;
8. To appoint and supervise a third party administrator to pay Claims;
9. To perform all necessary reporting as required by applicable law;
10. To ensure that the Plan is administered in accordance with applicable law;
11. To establish and communicate procedures to determine whether a Medical Child Support Order or national medical support notice is a QMCSO;
12. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
13. To perform each and every function necessary for or related to the Plan's administration.

DUTIES OF ELAP

ELAP shall have the following duties with respect to the Referred Appeals and the Claim Review and Audit Program:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to benefits payable under the Plan and negotiating settlements, if appropriate;
6. To review Referred Appeals and to uphold or reverse any denials;
7. To keep and maintain records pertaining to the Referred Appeals;
8. To perform the duties in conjunction with the provisions of the Claim Review and Audit Program; and
9. To keep and maintain records pertaining to the Claim Review and Audit Program.

The duties of ELAP shall be limited to those set forth above.

PHYSICIAN-PATIENT RELATIONSHIP

The Plan is not intended to disturb the Physician-Patient relationship. Physicians and other healthcare Providers are not agents or delegates of the Plan Sponsor, Plan Administrator, Employer or Claims Administrator. The delivery of medical and other healthcare services on behalf of any Covered Person remains the sole prerogative and responsibility of the attending Physician or other healthcare Provider.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in this Plan shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a Hospital or to make a free choice of the attending Physician or professional Provider. However, benefits will be paid in accordance with the provisions of this Plan, and the Covered Person may have higher out-of-pocket expenses if the Covered Person uses the services of a Non-Preferred Provider Physician.

PREFERRED PROVIDER INFORMATION

The Preferred Provider Network (PPO) includes Physicians and other professional Providers who have contracted with the medical Provider Networks. For Physicians and all other professional Providers of service, this Plan contains provisions under which a Plan Participant may receive more benefits by using certain Providers. There is a section in the Schedule of Benefits which describes the benefits for PPO Providers (Level II). PPO Providers are individuals and entities that have contracted with the Plan to provide services to Plan Participants at pre-negotiated rates. A list of these Preferred Providers can be accessed on the PPO website free of charge. In addition, a Plan Participant may request a Preferred Provider list by contacting the Plan Administrator. The Preferred Provider list changes frequently; therefore, it is

recommended that a Plan Participant verify with the Provider that the Provider is still a Preferred Provider before receiving services.

The Preferred Provider Network (PPO) does **not** include services and supplies provided by Facilities such as Hospital Facilities, Ambulatory Surgery Center Facilities and dialysis clinics or Facilities. You may contact the Claims Administrator or the Plan Administrator with any questions regarding which Facilities may be included under the Claim Review and Audit Program, and which may be included under the PPO Network agreement.

For all Facility Providers and those Physicians and professional Providers not participating in the PPO, the Plan will identify the Reasonable cost for the services and supplies through its Claim Review and Audit Program. There is a section in this Summary Plan Description that fully describes the Claim Review and Audit Program. The benefits for Facility Providers are described in the Schedule of Benefits under Level I and the benefits for those Physicians and professional Providers not participating in the PPO (Non-PPO) are described in Level II.

This plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

EFFECTIVE DATE

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2020**

CLAIMS ADMINISTRATOR

The Claims Administrator of the Plan is shown in the General Information and Purpose section.

NAMED FIDUCIARY

The named Fiduciary to the Plan is **Gunnison County, Colorado**, who, as Plan Administrator, shall have the authority to control and manage the operation and administration of the Plan. The Employer may delegate responsibilities for the operation and administration of the Plan. The Employer or Board of Directors of the Employer, if applicable, shall have the authority to amend or terminate the Plan, to determine its policies, to appoint and remove service Providers, adjust their compensation (if any), and exercise general administrative authority over them. The Employer has the sole authority and responsibility to review and make final decisions on all Claims to benefits hereunder.

CONTRIBUTIONS TO THE PLAN

Contributions to the Plan are to be made on the following basis:

The Employer shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed by each Covered Employee.

Notwithstanding any other provision of the Plan, the Employer's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer, if applicable, terminates the Plan, then as of the effective date of termination, the Employer and Covered Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims incurred after the termination date of the Plan.

the Plan Administrator shall provide adequate notice in writing to any covered Plan Participant whose Claim for benefits under this Plan has been denied, setting forth the specific reasons for such denial and written in a manner calculated to be understood by the Plan Participant. Further, the Plan Administrator shall afford a reasonable opportunity to any Plan Participant, whose Claim for benefits has been denied, for a fair review of the decision denying the Claim by the person designated by the Plan Administrator for that purpose.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

Coordination of Care Requirements	
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.

Utilization Review (UR) Notification Requirements	
Utilization Review required for: • Drugs in the Self-injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) Physician Administered or Infusion Therapy Drugs Not in Program	Non-compliance Penalties: Drugs in Program: 50% reduction in benefits (for failure to enroll in Program and/or notify UR) Drugs Not in Program: $250 (for failure to notify UR) See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Comprehensive Medical Benefits section for more information.

Benefit Percentage For:	**Level I Benefit**	**Maximum Benefits, Limits & Provisions**
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	80% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	80% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	80% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	80% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 80% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	80% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Infusion Therapy Covered Services and Supplies		
Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) **Other Drugs Not in Program** (UR Notification required or Plan's standard UR penalty applies.)	80% of Allowable Claim Limits Deductible applies 80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Diabetic Self-Management Training		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Dialysis**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
***Infusion Therapy** **Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program** (https://www.gpatpa.com/docs/list.pdf) **Other Drugs Not in Program** (UR Notification required or Plan's standard UR penalty applies.)	80% of PPO rate Deductible applies 80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies 80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
***Durable Medical Equipment**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Prosthetics**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Hearing Exams / Hearing Aids	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Home Health Care Services**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy** **Drugs in the Self-Injectable, Physician Administered and Infusion Drug Specialty Program** (https://www.gpatpa.com/docs/list.pdf) UR Notification required. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program UR Notification required or Plan's standard UR penalty applies	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

Coordination of Care Requirements	
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.
Utilization Review (UR) Notification Requirements	
Utilization Review required for: • Drugs in the Self-injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) Physician Administered or Infusion Therapy Drugs Not in Program	Non-compliance Penalties: Drugs in Program: 50% reduction in benefits (for failure to enroll in Program and/or notify UR) Drugs Not in Program: $250 (for failure to notify UR) See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Comprehensive Medical Benefits section for more information.

Benefit Percentage For:	**Level I Benefit**	**Maximum Benefits, Limits & Provisions**
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	100% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	100% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	100% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	100% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 100% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	100% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Infusion Therapy Covered Services and Supplies		
Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) **Other Drugs Not in Program** (UR Notification required or Plan's standard UR penalty applies.)	100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Diabetic Self-Management Training		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Dialysis**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
***Infusion Therapy** **Drugs in the Self-Injectable Physician Administered and Infusion Drug Specialty Program** (https://www.gpatpa.com/docs/list.pdf) **Other Drugs Not in Program** (UR Notification required or Plan's standard UR penalty applies.)	100% of PPO rate Deductible applies 100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
***Durable Medical Equipment**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Prosthetics**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Hearing Exams/Hearing Aids	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Home Health Care Services**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy** **Drugs in the Self-Injectable, Physician Administered and Infusion Drug Specialty Program** (https://www.gpatpa.com/docs/list.pdf) UR Notification required. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	UR Notification required for Drugs in Program. 50% benefit reduction penalty applies for failure to enroll and/or notify UR. See Self-injectable, Physician Administered and Infusion Drug Specialty Program in Utilization Review (UR) Program section.
Other Drugs Not in Program UR Notification required or Plan's standard UR penalty applies	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

COORDINATION OF CARE

Coordination of Care may be indicated for medical treatment that is Medically Necessary and not Experimental. Coordination of Care is provided by a Registered Nurse (RN) to assist the Plan Participant with coordination of medical care, prevent duplicate diagnostic testing and/or treatment, and identify and refer patients with diagnoses that would benefit from further Plan programs such as Case Management, Disease Management and/or Maternity Support.

COORDINATION OF CARE REQUIREMENTS

Contact GPA's HealthWatch department for Coordination of Care prior to receiving the following services:

- **Inpatient Hospital/Facility admissions (including admissions for Mental Disorders, Chemical Dependency, Drug and Substance Abuse);**
- **Inpatient and Home Hospice;**
- **Maternity;**
- **Radiation therapy, chemotherapy, dialysis or infusion therapy;**
- **Home Health Care;**
- **Transplant evaluation.**

CASE MANAGEMENT

During the Utilization Review process, catastrophic cases such as transplants, burns, spinal cord Injuries, cancer and other large cases will be identified and Case Management may be initiated. Case Management is provided by Nurses with specialized training and/or advanced national certification. The Nurse may monitor the medical care, consult with the Physicians, coordinate with the health care Providers and Facilities, and communicate with the patient and Family to promote receipt of appropriate, cost effective care to expedite the recovery process.

When Out-of-Network fees are negotiated by Case Management and/or Utilization Review on behalf of the Plan, Out-of-Network Covered Charges may be considered at the PPO Benefit level.

SELF-INJECTABLE, PHYSICIAN ADMINISTERED AND INFUSION DRUG SPECIALTY PROGRAM

Please contact GPA's HealthWatch department for any Drug administered in the Physician's office, Hospital (Inpatient/Outpatient), Drug Infusion Center, Home Health Care setting, or self-injected Drug that is in the Program. Drugs listed under the Plan's Self-injectable, Physician Administered and Infusion Drug Specialty Program are required for this Utilization Review. Refer to https://www.gpatpa.com/docs/list.pdf for the most recent listing. Under the Program, HealthWatch will review the patient's diagnosis and the FDA approved uses for that drug, including but not limited to, dosage, completion of the applicable diagnostic tests and the patient's overall medical condition.

The Plan retains discretionary authority to determine the most cost effective method of Drug purchasing, including purchasing from a Specialty Drug Pharmacy and delivery to the service Provider's Facility. Where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges including where the patient may receive the infusion, or site of care, including the Hospital Facility, Physician's office, Infusion Center and Home Health Care setting with no penalty if the alternative is used as directed under the Self-injectable, Physician Administered and Infusion Drug Specialty Program (https://www.gpatpa.com/docs/list.pdf) in the Comprehensive Medical Benefits Section.

ALTERNATIVE CARE

Through alternative care, Case Management may help the patient and the Plan Administrator obtain care/treatment for a serious Illness or Injury that is Medically Necessary and appropriate for the diagnosis. When alternative care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges not shown as a Covered Expense or as a Covered Prescription Drug in this Plan Document. These expenses will be considered on the same basis as the care and treatment for which they are substituted. Benefits provided under this section are subject to all other limitations and provisions within the Plan. In exercising its authority, this Plan will act in a way so as not to discriminate against any Plan Participant. If the care is not being substituted for other Covered Expenses, it will be considered on the same basis as a same or similar Covered Expense or Covered Prescription Drug shown in this Plan Document, as determined by the Claims Administrator.

All benefits provided in this section are subject to Medical Necessity, Reasonableness, and Usual and Customary charges, the Allowable Claim Limits under the Claim Review and Audit Program.

SELECT DIAGNOSTIC MEDICAL PROCEDURES
The following is a list of Select Diagnostic Medical Procedures that may be performed in a Physician's office, the Outpatient department of a Hospital, free-standing center or an independent Facility. Benefits are available under the Plan as specified in the Schedule of Benefits:

1. Bone scan – Specialized x-ray of bone tissues using radioactive injection if more sensitive to bone irregularities than usual x-rays:
   a. Limited area;
   b. Multiple areas;
   c. Whole body;
   d. With vascular flow only;
   e. Three phase technique; or
   f. Tomographic (SPECT).
2. Cardiac stress test:
   a. Thallium – Use of radioactive dye to define areas of decreased blood flow in vessels of the heart while the patient exercises.
   b. Treadmill – Reading of the electrical patterns of the heart (EKG) while the patient exercises on a treadmill.
3. CT Scan – Computerized x-ray picture of a part of the body.
4. MRI (Magnetic Resonance Imaging) – Diagnostic imaging modality that uses magnetic and radio frequency fields to image body tissue non-invasively.
5. PET Scan (Positron Emission Tomography) – A three-dimensional imaging technique that allows visual examination of the internal organs and illustrates organ function.
6. Ultrasound, Echography and Sonography – The use of inaudible sound waves to outline the shape of organs and tissues in the body. A sonogram during Pregnancy is not considered a Select Diagnostic Medical Procedure and is payable under the Plan's Lab/X-ray Benefit.
7. Myelogram – x-ray of the spine after injection of a contrast medium (dye) into a space in the spinal canal.
8. Aortography, Angiography, Lymphangiography, Venography, Transcatheter, Transluminal Atherectomy and Diskography.
9. Nuclear medicine scans.

SELF-INJECTABLE, PHYSICIAN ADMINISTERED AND INFUSION DRUG SPECIALTY PROGRAM ("PROGRAM") (https://www.gpatpa.com/docs/list.pdf)
This program considers the complex nature of this type of Prescription Drug administration. The most common form of administration of these medications is via a controlled shot or injection. After some required training, this type of injectable medication may be administered by the patient or a family member. Other forms of these medications are infused into the body in a Specialty Facility. These medications are in the form of a liquid, must be administered in a medical setting by a trained care member, and are typically located in a Physician's office, Hospital, Infusion or Home Health Care setting.

It is important to confirm if the Drugs are part of the Program under the Plan prior to their administration. The listing for these medications is found at https://www.gpatpa.com/docs/list.pdf. This will require a call to GPA's HealthWatch department for Utilization Review. The review of medications may result in changes in the dosage, how the Drug may be purchased, and/or where the patient may receive treatment.

Participation in the Program will result in benefits being paid as stated in the Schedule of Benefits. If the patient does not participate in the Program but receives Drugs that are included under the Program, the patient will be responsible for the penalty stated in the Schedule of Benefits.

CALENDAR YEAR MAXIMUM BENEFIT
The Maximum Amount payable for Covered Expenses during a Calendar Year Benefit Period for each Covered Person is limited to a specific dollar amount, number of days or visits as specified in the Schedule of Benefits. The Calendar Year is from January 1 through December 31 of the same year. The initial Calendar Year Benefit Period is from a Covered Person's effective date through December 31 of the same year. Level I and Level II (PPO and Non-PPO) Covered Charges are combined to determine is a Lifetime Maximum Benefit has been met.

CONTINUITY OF CARE

If a Covered Person is receiving treatment, services or supplies from an Preferred Physician and that Preferred Physician terminates or is terminated from the Preferred Physician Network or if the Plan Administrator changes PPO Networks, benefits for such services, treatment or supplies will continue to be paid at the Preferred Physician benefit level for a period of ninety (90) days from the date of the Preferred Physician's termination if the treatment, services or supplies are being provided for special circumstances such as:

- An acute condition;
- A life-threatening Illness; or
- Past the twenty-fourth (24th) week of Pregnancy and the Covered Person is receiving treatment in accordance with the dictates of medical prudence.

Special circumstances mean a condition such that the treating Physician or health care Provider reasonably believes that discontinuing care by the treating Physician or Provider could cause harm to the patient. Special circumstances shall be identified by the treating Physician or health care Provider who

CLAIM REVIEW AND AUDIT PROGRAM

The Plan has arranged with ELAP Services, LLC ("ELAP") for a program of Claim review and auditing in order to identify charges billed in error, charges for excessive or unreasonable fees and charges for services which are not medically appropriate. Benefits for Claims which are selected for review and auditing will be reduced for any charges that are determined to be in excess of Allowable Claim Limits (as defined below). The determination of Allowable Claim Limits under this Program will supersede any other Plan provisions related to application of a Usual and Customary fee determination.

Medical care Providers will be given a fully detailed explanation of any charges that are found to be in excess of Allowable Claim Limits, and allowed the rights and privileges to file an appeal of the determination in accordance with the same rights and privileges accorded to Plan Participants, in exchange for the Provider's agreement not to bill the Plan Participant for charges which were not covered as a result of the Claim review and audit.

Any Plan Participant who continues to receive billings from the medical care Provider for these charges should contact ELAP or the Plan Administrator right away for assistance.

The Plan Administrator is identified in the General Information and Purpose section of this Summary Plan Description. ELAP may be contacted at:

ELAP Services, LLC
1550 Liberty Ridge, Suite 330
Wayne, PA 19087
Phone: 610-321-1030
Fax: 610-321-1031

The Plan Participant must pay for any normal cost-sharing features of the Plan, such as Deductibles, Coinsurance and Copayments, and any amounts otherwise excluded or limited according to the terms of the Plan.

The success of this program will be achieved through a comprehensive review of detailed records including, for example, itemized charges and descriptions of the services and supplies provided. Without this detailed information, the Plan will be unable to make a determination of the amount of Covered Medical Expenses that may be eligible for reimbursement. Any additional information required for the audit will be requested directly from the Provider of service and the Claimant. In the event that the Plan Administrator does not receive information adequate for the Claim review and audit within the time limits required under the Plan, it will be necessary to deny the Claim. Should such a denial be necessary, the Claimant and/or the Provider of service may appeal the denial in accordance with the provisions which may be found in the section, "Procedures for Claims and Appeals," in this Summary Plan Description.

In the following provisions of the Claim Review and Audit Program, the term "Plan Administrator" shall be deemed to mean ELAP:

"Allowable Claim Limits" means the charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. Examples of the determination that a charge is within the Allowable Claim Limit include, but are not limited to, the following guidelines:

1. **Errors, Unbundled and/or Unsubstantiated Charges.** Allowable Claim Limits will not include the following amounts:

    a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
    b. Charges for treating Injuries sustained or Illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator, can be attributed to medical errors by the Provider;

c. Charges that cannot be identified or understood; and
d. Charges that cannot be verified from audits of medical records.

2. **Guidelines.** The following guidelines will be used when determining Allowable Claim Limits:

a. Facilities. The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.

b. Ambulatory Health Care Centers. The Allowable Claim Limit for ambulatory health care centers, including Ambulatory Surgery Centers, which are independent Facilities shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be to the extent available either the Outpatient or Inpatient Medicare allowed amount for the service, plus an additional 20%.

c. Professional Providers. The Allowable Claim Limits for professional Providers shall be determined using the following:

i. For general medical and primary care Claims, the Medicare allowed amount in the geographic area plus an additional 40%;
ii. For Specialist medical and surgical care Claims, the Medicare allowed amount in the geographic area plus an additional 55%;
iii. For anesthesiologist Claims, the Medicare allowed amount in the geographic area plus an additional 100%; or
iv. For other non-Facility Claims and supplies (such as Durable Medical Equipment, laboratory services and supplies, ambulance, air ambulance, etc.), the Medicare allowed amount in the geographic area plus an additional 25%.

For purposes of determining the proper Allowable Claim Limits for professional Providers in categories (i), (ii), (iii) or (iv) above, the Plan Administrator shall determine the applicable category for each Claim based on the taxonomy code used by the professional Provider for that Claim. The Plan Administrator determines, in its sole discretion, the type of Provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional Providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/prof1. This list will be updated at least annually to reflect the Plan's current plan design.

d. Directly Contracted Providers. The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.

e. Insufficient Information to Determine Allowable Claim Limit. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above as may be applicable, ELAP may apply the following guidelines:

i. General Medical and/or Surgical Services. The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, but not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that, in the opinion of the Plan Administrator, results in the determination of a Reasonable expense under the Plan.
ii. Pharmaceuticals. The Allowable Claim Limit for pharmacy charges by a Provider may be determined by applying the Average Wholesale Price (AWP) as defined by REDBOOK at the rate of 112% of AWP.
iii. Medical and Surgical Supplies, Implants, Devices. The Allowable Claim Limit for charges for medical and surgical supplies made by a Provider may be based upon the invoice price (cost)

Review and Audit Program" for information regarding Plan provisions related to the audit and adjudication of certain eligible Claims under that Program.

PAYMENT OF CLAIMS

Plan benefits are payable to the Covered Employee, unless the Claimant gives written direction, at the time of filing proof of such loss, to pay directly the health care Provider rendering such services. Such payment to a health care Provider is subject to the approval of the Plan Administrator. If any such benefit remains unpaid at the death of the Covered Employee, if the Claimant is a minor, or if the Claimant is (in the opinion of the Plan Administrator) legally incapable of giving a valid receipt and discharge for any payment, the Plan Administrator may, at its option, pay such benefits to any one or more of the following relatives of the Claimant: wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters. Such payment will constitute a complete discharge of the Plan's obligation to the extent of such payment, and the Plan Administrator will not be required to follow-up and determine how such paid money was used.

APPEAL PROCESS

The Plan provides for two (2) levels of appeal following an Adverse Benefit Determination. The Claimant has one hundred eighty (180) days following an initial Adverse Benefit Determination to file an appeal of that determination, and sixty (60) days following a second Adverse Benefit Determination to file an appeal of that determination. The appeal process will provide the Claimant with a reasonable opportunity for a full and fair review of the Claim and Adverse Benefit Determination and will include the following:

1. Receipt of written request by the Claims Administrator from the Claimant, or an Authorized Representative of the Claimant, with the proper form for review of Adverse Benefit Determination, which initiates the appeal process.

2. The Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the Claim.

3. The Claimant will have the opportunity to review the Claim file and to present evidence and testimony as part of the internal Claims and appeals process.

4. The Claimant will be provided, free of charge and sufficiently in advance of the date that the notice of final internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.

5. The Claimant will be provided, on request and free of charge: (a) reasonable access to, and copies of all documents, records, and other information relevant to the Claimant's Claim in possession of the Plan Administrator, ELAP Services, LLC ("ELAP") or the Claims Administrator; (b) information regarding any rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; (c) information regarding any voluntary appeals procedures offered by the Plan; (d) information regarding the Claimant's right to an external review process; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.

6. The review of the Adverse Benefit Determination will take into account all comments, documents, records and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination.

7. No deference will be afforded to the previous Adverse Benefit Determination.

8. The party reviewing the appeal may be neither the party who made the prior Adverse Benefit Determination, nor a subordinate of the party who made the prior Adverse Benefit Determination.

9. In deciding an appeal on which the Adverse Benefit Determination was based in whole or in part on a medical judgment, including whether a particular treatment, Drug, or other item is Experimental, Investigational, or not Medically Necessary or appropriate, the Claims Administrator, ELAP or the Plan Administrator, as appropriate depending on the level of appeal, will consult with a health care professional who has appropriate training and experience in the field of medicine involving the medical judgment. The health care professional consulted for the appeal will not be the health care professional or a subordinate of the health care professional consulted in connection with the Adverse Benefit Determination that is the subject of the appeal.

10. Medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination will be identified, even if the Plan did not rely upon their advice.

11. The first level of appeal will be the responsibility of the Claims Administrator and will be decided within thirty (30) days of the Claims Administrator's receipt of the request. The second level of appeal will be the responsibility of ELAP and will be decided within thirty (30) days of the Plan's receipt of the request.

For questions about appeal rights or for assistance, Claimants can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). Consumer assistance may be available in your State. Contact your State Department of Insurance to find out if consumer assistance for Claim appeals is available. See Appendix I for additional information.

FIRST APPEAL LEVEL

Requirements for First Appeal

The Claimant must file the first appeal, in writing, within one hundred eighty (180) days following receipt of the notice of an Adverse Benefit Determination. The Claimant's appeal must be addressed as follows:

Appeals Department
Group & Pension Administrators, LLC. dba (GPA)
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251

It shall be the responsibility of the Claimant to submit proof that the Claim is covered and payable under the provisions of the Plan. An appeal must include:

1. The name of the Employee/Claimant;
2. The Employee's/Claimant's Social Security number;
3. The group name or identification number;
4. All facts and theories supporting the Claim for benefits. **Failure to include any theories or facts in the appeal will result in such facts being inadmissible. In other words, the Claimant will lose the right to raise such factual arguments and theories which support this Claim if the Claimant fails to include them in the appeal;**
5. A statement in clear and concise terms of the reason or reasons for the disagreement with the handling of the Claim; and
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

If the Claimant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

Timing of Notification of Benefit Determination on First Appeal

The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the appeal.

PLAN DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

FOR

GUNNISON COUNTY, COLORADO

COST PLUS PLAN

GUNNISON COUNTY, COLORADO EMPLOYEE DENTAL AND VISION BENEFIT PLAN

ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

It is the intention of the Plan Sponsor, **Gunnison County, Colorado**, to hereby amend and restate the Gunnison County, Colorado Employee Dental and Vision Benefit Plan, a program of benefits constituting a self-funded "Employee Welfare Benefit Plan"

Effective Date
The Plan Document is effective as of the date first set forth below, and each amendment is effective as of the date set forth therein (the "Effective Date").

Adoption of the Plan Document
The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description, This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has executed, and the Claims Administrator has acknowledged, this Plan Document as of the Plan effective date shown herein.

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2020**

Gunnison County, Colorado:

By: _____
Printed Name: JONATHAN HOUCK
Title: CHAIR - GUNNISON BOCC
Date: 1/21/2020

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GENERAL INFORMATION AND PURPOSE

This Plan Document describes the benefits for the Employees of **Gunnison County, Colorado**.

Introduction and Purpose
The Plan Sponsor has established the Plan for the benefit of Eligible Employees, in accordance with the terms and conditions described herein. Plan benefits may be self-funded through a benefit fund or a trust established by the Plan Sponsor and self-funded with contributions from Participants and/or the Plan Sponsor, or may be funded solely from the general assets of the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits.

The Plan Sponsor's purpose in establishing the Plan is to help offset, for Eligible Employees, the economic effects arising from a Non-occupational Injury or Illness. To accomplish this purpose, the Plan Sponsor must be cognizant of the necessity of containing health care costs through effective plan design, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to the maximum feasible extent.

The purpose of this Plan Document is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain covered expenses for medical charges. The Plan Document is maintained by **Gunnison County, Colorado** and may be inspected at any time during normal working hours by any Covered Person.

Name of Plan
Gunnison County, Colorado Employee Medical Benefit Plan

Participating Employers
Gunnison County, Colorado

Plan Sponsor
Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Plan Administrator
Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Type of Plan
Self-Funded Employee Welfare Benefit Plan

Agent for Service of Legal Process
Legal Process may also be served on the Plan Administrator
Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Claims Administrator
Group & Pension Administrators, Inc. (GPA)
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-238-7900 ♦ 800-827-7223
The Plan Administrator has retained the services of the Claims Administrator to administer Claims under the Plan.

Utilization Review
GPA's HealthWatch Department
Group & Pension Administrators, Inc. (GPA)
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-744-2486 ♦ 866-206-3224

Plan Year
The twelve (12) month period beginning January 1 and ending December 31 of each Calendar Year

Employer Tax ID Number
84-6000770

GPA Group Number
H880141

Legal Entity; Service of Process
The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

INTRODUCTION

Gunnison County, Colorado, hereafter referred to as "Employer" hereby amends and restates the Gunnison County, Colorado Employee Medical Benefit Plan, a self-funded Employee Welfare Benefit Plan, hereafter referred to as the "Plan." The Plan's benefits and administration expenses are paid directly from the Employer's general assets, and the rights and privileges of which shall pertain to Employees and their Dependents with respect to such Plan. The Plan is not insured. Contributions received from Covered Persons are used to cover Plan costs and are expended immediately. As such, when applicable, Federal law and jurisdiction preempt State law and jurisdiction.

PLAN ADMINISTRATOR AND DESIGNATED DECISION MAKER

The Plan is administered by the Plan Administrator. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

Notwithstanding any provisions of this Plan Document and Summary Plan Description to the contrary, the Plan Sponsor has the authority to, and hereby does, allocate certain Fiduciary responsibility to ELAP Services LLC (*the Designated Decision Maker or "DDM"*). The Fiduciary responsibility allocated to the DDM is limited to discretionary authority and ultimate decision-making authority with respect to any appeals of denied Claims, which shall be referred to the DDM by the Plan Administrator (the "Referred Appeals"). The Plan Sponsor has allocated additional Fiduciary responsibility to the DDM, limited to discretionary authority and ultimate decision-making authority with respect to the review and audit of certain Claims in accordance with the applicable Plan provisions under the section, "Claim Review and Audit Program". Such Claims selected as eligible for review and audit shall be identified by the DDM under guidelines to which the Plan Sponsor has agreed, and shall be referred to the DDM by the Plan Administrator. The DDM shall have no authority, responsibility or liability other than with respect to the Referred Appeals and its duties under the Claim Review and Audit Program.

The Plan Administrator shall establish the policies, practices and procedures of this Plan. The Plan Administrator and the DDM shall administer this Plan in accordance with its terms. It is the express intent of this Plan that the Plan Administrator and the DDM shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of which services, supplies, care and treatment are Experimental/Investigational), to decide disputes which may arise relative to a Covered Person's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator and/or the DDM as to the facts related to any Claim for benefits and the meaning and intent of any provision of the Plan, or its application to any Claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator or the DDM decides, in its discretion, that the Covered Person is entitled to them.

DUTIES OF THE PLAN ADMINISTRATOR

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Plan Participant's rights;
6. To prescribe procedures for filing a Claim for benefits, to review Claim denials and appeals relating to them and to uphold or reverse such denials;

7. To keep and maintain the Plan documents and all other records pertaining to the Plan;
8. To appoint and supervise a third party administrator to pay Claims;
9. To perform all necessary reporting as required by applicable law;
10. To ensure that the Plan is administered in accordance with applicable law;
11. To establish and communicate procedures to determine whether a Medical Child Support Order or national medical support notice is a QMCSO;
12. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
13. To perform each and every function necessary for or related to the Plan's administration.

DUTIES OF THE DESIGNATED DECISION MAKER

The DDM shall have the following duties with respect to the Referred Appeals and the Claim Review and Audit Program:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to benefits payable under the Plan and negotiating settlements, if appropriate;
6. To review Referred Appeals and to uphold or reverse any denials;
7. To keep and maintain records pertaining to the Referred Appeals;
8. To perform the duties in conjunction with the provisions of the Claim Review and Audit Program; and
9. To keep and maintain records pertaining to the Claim Review and Audit Program.

The duties of the DDM shall be limited to those set forth above.

PHYSICIAN-PATIENT RELATIONSHIP

The Plan is not intended to disturb the Physician-Patient relationship. Physicians and other healthcare Providers are not agents or delegates of the Plan Sponsor, Plan Administrator, Employer or Claims Administrator. The delivery of medical and other healthcare services on behalf of any Covered Person remains the sole prerogative and responsibility of the attending Physician or other healthcare Provider.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in this Plan shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a Hospital or to make a free choice of the attending Physician or professional Provider. However, benefits will be paid in accordance with the provisions of this Plan, and the Covered Person may have higher out-of-pocket expenses if the Covered Person uses the services of a Non-Preferred Provider Physician.

PREFERRED PROVIDER INFORMATION

The Preferred Provider Network (PPO) includes Physicians and other professional Providers who have contracted with the medical Provider Networks. For Physicians and all other professional Providers of service, this Plan contains provisions under which a Plan Participant may receive more benefits by using certain Providers. There is a section in the Schedule of Benefits which describes the benefits for PPO Providers (Level II). PPO Providers are individuals and entities that have contracted with the Plan to provide services to Plan Participants at pre-negotiated rates. A list of these Preferred Providers can be accessed on the PPO website free of charge. In addition, a Plan Participant may request a Preferred Provider list by contacting the Plan Administrator. The Preferred Provider list changes frequently; therefore, it is

recommended that a Plan Participant verify with the Provider that the Provider is still a Preferred Provider before receiving services.

The Preferred Provider Network (PPO) does **not** include services and supplies provided by Facilities such as Hospital Facilities, Ambulatory Surgery Center Facilities and dialysis clinics or Facilities. You may contact the Claims Administrator or the Plan Administrator with any questions regarding which Facilities may be included under the Claim Review and Audit Program, and which may be included under the PPO Network agreement.

For all Facility Providers and those Physicians and professional Providers not participating in the PPO, the Plan will identify the Reasonable cost for the services and supplies through its Claim Review and Audit Program. There is a section in this Summary Plan Description that fully describes the Claim Review and Audit Program. The benefits for Facility Providers are described in the Schedule of Benefits under Level I and the benefits for those Physicians and professional Providers not participating in the PPO (Non-PPO) are described in Level II.

This plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

EFFECTIVE DATE

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2020**

CLAIMS ADMINISTRATOR

The Claims Administrator of the Plan is shown in the General Information and Purpose section.

NAMED FIDUCIARY

The named Fiduciary to the Plan is **Gunnison County, Colorado**.

CONTRIBUTIONS TO THE PLAN

Contributions to the Plan are to be made on the following basis:

The Employer shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed by each Covered Employee.

Notwithstanding any other provision of the Plan, the Employer's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer, if applicable, terminates the Plan, then as of the effective date of termination, the Employer and Covered Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims incurred after the termination date of the Plan.

CLAIMS PROCEDURE

the Plan Administrator shall provide adequate notice in writing to any covered Plan Participant whose Claim for benefits under this Plan has been denied, setting forth the specific reasons for such denial and written in a manner calculated to be understood by the Plan Participant. Further, the Plan Administrator shall afford a reasonable opportunity to any Plan Participant, whose Claim for benefits has been denied, for a fair review of the decision denying the Claim by the person designated by the Plan Administrator for that purpose.

Details of the Claims procedure are found in this Plan Document under the section entitled “Procedures for Claims and Appeals.”

PROTECTION AGAINST CREDITORS

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Plan Participant, the Plan Administrator in its sole discretion may terminate the interest of such Plan Participant or former Plan Participant in such payment. And in such case the Plan Administrator shall apply the amount of such payment to or for the benefit of such Plan Participant or former Plan Participant, his/her spouse, parent, adult Child, guardian of a minor Child, brother or sister, or other relative of a Dependent of such Plan Participant or former Plan Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care Providers.

AMENDING AND TERMINATING THE PLAN

This Document contains all the terms of the Plan. The Plan Sponsor expects to maintain this Plan indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan.

Any such amendment, suspension or termination shall be enacted, if the Plan Sponsor is a corporation, by written resolution of the Plan Sponsor's Board of Directors and officers, which shall be acted upon as provided in the Plan Sponsor's Articles of Incorporation or Bylaws, as applicable, and in accordance with applicable Federal and State law. In the event that the Plan Sponsor is a different type of entity, then such amendment, suspension or termination shall be taken and enacted in accordance with applicable Federal and State law and any applicable governing documents. In the event that the Plan Sponsor is a sole proprietorship, then such action shall be taken by the sole proprietor, in his own discretion.

If the Plan is terminated, the rights of the Covered Persons are limited to expenses incurred before termination. Previous contributions by the Employer shall continue to be used for the purpose of paying benefits under the provisions of this Plan with respect to Claims arising before such termination.

All amendments to this Plan shall become effective as of a date established by the Plan Sponsor and specified in the enabling resolution. Copies of all amendments shall be furnished by the Plan Administrator to the Trustees (if any) and any outside Provider of Plan administrative services.

SUMMARY OF MATERIAL REDUCTION (SMR)

A Material Reduction generally means any modification that would be considered by the average participant to be an important reduction in covered services or benefits. Examples include reductions in benefits or increases in Deductibles or copayments.

The Plan Administrator shall notify all Covered Employees of any Plan Amendment considered a Material Reduction in covered services or benefits provided by the Plan as soon as administratively feasible after its adoption, but no later than sixty (60) days after the date of adoption of the reduction. Covered Employees and beneficiaries must be furnished a summary of such reductions, and any changes so made shall be binding on each Covered Person. The sixty (60) day period for furnishing a summary of Material Reduction does not apply to any Employee covered by the Plan who would reasonably expect to receive a summary through other means within the next ninety (90) days.

Material Reduction disclosure provisions are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any related amendments.

SUMMARY OF MATERIAL MODIFICATIONS (SMM)

A Summary of Material Modifications reports changes in the information provided within the Summary Plan Description. Examples include a change to Deductibles, eligibility or the addition or deletion of coverage.

The Plan Administrator shall notify all Covered Employees of any Plan Amendment considered a Summary of Material Modifications by the Plan as soon as administratively feasible after its adoption, but no later than within two hundred ten (210) days after the close of the Plan Year in which the changes became effective.

PLAN IS NOT A CONTRACT

This Plan Document constitutes the entire Plan. The Plan will not be deemed to constitute a contract of employment or give any Covered Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge or otherwise terminate the employment of any Covered Employee.

FEDERAL LAWS

Certain Federal laws apply to most group health programs. The following is an overview of the laws and their impact. The effect of these laws on the Plan is reflected in the provisions of the Plan. Should there be any conflict between the law and Plan provisions, the law will prevail.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (H.R. 3103, 1996)
The Health Insurance Portability and Accountability Act (HIPAA) was enacted, among other things, to improve portability and continuity of health care coverage.

HIPAA also requires that Plan Participants and beneficiaries receive a summary of any change that is a "Material Reduction in covered services or benefits under a group health plan" within sixty (60) days after the adoption of the modification or change, unless the Plan Sponsor provides summaries of modifications or changes at regular intervals of ninety (90) days or less.

PREGNANCY DISCRIMINATION ACT OF 1978
Most Employers must provide coverage for Pregnancy expenses in the same manner as coverage is provided for any other Illness. This requirement applies to Pregnancy expenses of an Employee or a covered Dependent spouse of an Employee.

FAMILY AND MEDICAL LEAVE ACT OF 1993(P.L. 103-3)
If a Covered Employee ceases active employment due to an Employer-approved Family Medical Leave of Absence in accordance with the requirements of Public Law 103, coverage availability will continue under the same terms and conditions which would have applied had the Employee continued in active employment. Contributions will remain at the same Employer/Employee levels as were in effect on the date immediately prior to the leave (unless contribution levels change for other Employees in the same classification).

OMNIBUS BUDGET RECONCILIATION ACT OF 1993 (OBRA 1993: PL 103-66)
OBRA 1993 requires that an eligible Dependent Child of an Employee will include a Child who is adopted by the Employee or placed with him for adoption prior to age eighteen (18) and a Child for whom the Employee or covered Dependent spouse is required to provide coverage due to a Medical Child Support Order (MCSO) which is determined by the Plan Sponsor to be a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under State law and having the force and effect of law under State law and which satisfies the QMCSO requirements.

Participants may obtain a copy of the QMCSO procedures from the Plan Sponsor or Plan Administrator without charge.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996
The Newborns' and Mothers' Health Protection Act of 1996 establishes restrictions on the extent to which group health plans and health insurance issuers may limit the length of stay for mothers and newborn Children following delivery, as follows:

Statement of Rights under the Newborns' and Mothers' Health Protection Act
"Under Federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending Provider (i.e., your Physician, Nurse Midwife, or Physician Assistant), after consultation with the mother, discharges the mother or newborn earlier."

Also, under Federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the forty-eight (48) hour or ninety-six (96) hour stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under Federal law, require that a Physician or other health care Provider obtain authorization for prescribing a length of stay of up to forty-eight (48) or ninety-six (96) hours. However, to use certain Providers or Facilities, or to reduce your out-of-pocket costs, you may be required to give notification. For information on notification, contact your Plan Administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998
If you are receiving covered benefits for a mastectomy, you should know that your Plan complies with the Women's Health and Cancer Rights Act of 1998. The Act provides for:

1. Reconstruction of the breast(s) on which a covered mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses and physical complications related to all stages of covered mastectomy, including lymphedema.

All applicable benefit provisions still apply, including existing Deductibles, Copays and/or Coinsurance.

GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 ("GINA")
GINA prohibits the group health Plan from:

1. Adjusting premiums or contribution amounts for the group as a whole on the basis of Genetic Information.

2. Requesting or requiring an individual or a Family member to undergo a genetic test. However, subject to certain conditions, the Plan may request that an individual voluntarily undergo a genetic test as part of a research study as long as the results are not used for underwriting purposes.

3. Requesting, requiring or purchasing Genetic Information for underwriting purposes (which includes eligibility rules or determinations, computation of premium or contribution amounts and other activities related to the creation, renewal or replacement of coverage). The Plan is also prohibited from requesting, requiring or purchasing Genetic Information with respect to any individual prior to such individual's enrollment under the Plan or coverage. However, if the Plan obtains Genetic Information incidental to the collection of other information prior to enrollment, it will not be in violation of GINA as long as it is not used for underwriting purposes.

GINA allows the group health Plan to obtain and use the results of genetic tests for purposes of making payment determinations.

What is "Genetic Information" under GINA?

Under GINA, the term "Genetic Information" includes:

1. Information about an individual or his/her Family member's genetic tests (defined as analyses of the individual's DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations or chromosomal changes);

2. The manifestation of a Disease or disorder in the Family members of the individual. Family members are broadly defined under GINA to include individuals who are Dependents, as well as any other first, second, third or fourth degree relative. Further, Genetic Information includes that information of any fetus or embryo carried by a pregnant woman; and

3. Information obtained through genetic services (that is genetic tests, genetic counseling or genetic education) or participation in clinical research that includes genetic services.

Genetic Information does not include the sex or age of an individual.

MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT OF 2008 (MHPAEA)
The Mental Health Parity and Addiction Equity Act requires that, if a group health plan provides coverage for mental health conditions or for substance use disorders, benefits for such conditions must be provided in the same manner as benefits for any Illness. Also, the Plan may not have separate cost-sharing arrangements that apply only to mental health or substance use disorder benefits.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)
If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your Employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit **www.healthcare.gov**.

If you or your Dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your Dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your Dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your State if it has a program that might help you pay the premiums for an Employer-sponsored plan.

If you or your Dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your Employer plan, your Employer must allow you to enroll in your Employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at **www.askebsa.dol.gov** or call **1-866-444-EBSA (3272).**

If you live in one of the following States, you may be eligible for assistance paying your Employer health plan premiums. The following list of States is current as of January 1, 2019. Contact your State for more information on eligibility:

ALABAMA – Medicaid	**FLORIDA – Medicaid**
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Website: http://flmedicaidtplrecovery.com/hipp/ Phone: 1-877-357-3268
ALASKA – Medicaid	**GEORGIA – Medicaid**
The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	Website: http://www.medicaid.georgia.gov - Click on Health Insurance Premium Payment (HIPP) Phone: 404-656-4507
ARKANSAS – Medicaid	**INDIANA – Medicaid**
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: http://www.indianamedicaid.com Phone 1-800-403-0864
IOWA – Medicaid	**KANSAS – Medicaid**
Website: http://dhs.iowa.gov/hawk-i Phone: 1-800-257-8563	Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512

KENTUCKY – Medicaid	NEW HAMPSHIRE – Medicaid
Website: http://chfs.ky.gov Phone: 1-800-635-2570	Website: http://www.dhhs.nh.gov/oii/hipp.htm Phone: 603-271-5218 Toll Free: 1-888-852-3345, ext 5218
LOUISIANA – Medicaid	**NEW JERSEY – Medicaid and CHIP**
Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447	Medicaid Website: http://www.state.nj.us/humanservices/ dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE – Medicaid	**NEW YORK – Medicaid**
Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711	Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831
MASSACHUSETTS – Medicaid and CHIP	**NORTH CAROLINA – Medicaid**
Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840	Website: https://dma.ncdhhs.gov/ Phone: 919-855-4100
MINNESOTA – Medicaid	**NORTH DAKOTA – Medicaid**
Website: http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/medical-assistance.jsp Phone: 1-800-657-3739 or 651-431-2670	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
MISSOURI – Medicaid	**OKLAHOMA – Medicaid and CHIP**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.insureoklahoma.org Phone: 1-888-365-3742
MONTANA – Medicaid	**OREGON – Medicaid**
Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084	Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075
NEBRASKA – Medicaid	**PENNSYLVANIA – Medicaid**
Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462
NEVADA – Medicaid	**RHODE ISLAND – Medicaid**
Medicaid Website: https://dhcfp.nv.gov/ Medicaid Phone: 1-800-992-0900	Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347
SOUTH CAROLINA – Medicaid	**VIRGINIA – Medicaid and CHIP**
Website: https://www.scdhhs.gov Phone: 1-888-549-0820	Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Phone: 1-855-242-8282

SOUTH DAKOTA - Medicaid	WASHINGTON – Medicaid
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://www.hca.wa.gov/free-or-low-cost-health-care/program-administration/premium-payment-program Phone: 1-800-562-3022 ext. 15473
TEXAS – Medicaid	**WEST VIRGINIA – Medicaid**
Website: http://gethipptexas.com/ Phone: 1-800-440-0493	Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
UTAH – Medicaid and CHIP	**WISCONSIN – Medicaid and CHIP**
Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
VERMONT– Medicaid	**WYOMING – Medicaid**
Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427	Website: https://wyequalitycare.acs-inc.com/ Phone: 307-777-7531

To see if any other States have added a premium assistance program since **January 1, 2019**, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

PAPERWORK REDUCTION ACT STATEMENT
According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven (7) minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

PRIVACY OF PROTECTED HEALTH INFORMATION (PHI)
Effective April 14, 2004, the Plan will not use or disclose PHI except as permitted by this section or as otherwise permitted or required by law, including but not limited to the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy Standards"), as they may be amended from time to time. Nothing in this section shall be construed to prohibit the Plan Sponsor's receipt of "summary health information," as described in the HIPAA Privacy Standards, for certain Plan Sponsor-related purposes, including obtaining premium bids for health insurance, making Plan design and funding decisions, and modifying, amending or terminating the Plan.

PLAN SPONSOR'S OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION (PHI)
Effective April 14, 2004, the Plan will disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor to the Plan that the Plan has been amended to provide for the Plan Sponsor's receipt of PHI and that the Plan Sponsor agrees to comply with the following provisions:

1. The Plan Sponsor may use or disclose PHI for Plan enrollment purposes, including information as to whether an individual is enrolled in the Plan.

2. The Plan Sponsor may use or disclose PHI for Plan administration functions, including for payment or health care operations purposes (as those terms are defined by the HIPAA Privacy Standards), and including quality assurance, Claims processing, auditing and monitoring of the Plan.

3. The Plan Sponsor may not use or further disclose PHI other than as permitted or required by the Plan documents or by law.

4. The Plan Sponsor must ensure that any agents, including subcontractors, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with regard to the PHI.

5. The Plan Sponsor may not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or other Employee Benefit Plan of the Plan Sponsor.

6. The Plan Sponsor must report to the Plan any use or disclosure of the PHI of which the Plan Sponsor becomes aware that is inconsistent with the uses or disclosures provided for under the terms of the Plan.

7. The Plan Sponsor must make PHI available for access in accordance with the HIPAA Privacy Standards regarding an individual's right to access his/her PHI.

8. The Plan Sponsor must make PHI available for amendment and, if required by the HIPAA Privacy Standards, incorporate any amendment made to PHI in accordance with the HIPAA Privacy Standards regarding an individual's right to have his PHI amended.

9. The Plan Sponsor must make available information necessary to provide an accounting to an individual in accordance with the HIPAA Privacy Standards regarding an individual's right to receive an accounting of disclosures of his/her PHI.

10. The Plan Sponsor must make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Privacy Standards.

11. The Plan Sponsor must, if feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Plan Sponsor must limit further uses and disclosures to those purposes that make the return or destruction not feasible.

12. The Plan Sponsor must ensure adequate separation between the Plan and the Plan Sponsor by restricting access to and use of the PHI to only those Employees of the Plan Sponsor with responsibilities related to the administrative functions the Plan Sponsor performs for the Plan, as such Employees may be designated or identified, by name, job title, or classification, from time to time in various Business Associate Agreements between the Plan and the Plan's Business Associates or in other documents governing the administration of the Plan.

13. The Plan Sponsor must ensure adequate separation between the Plan and the Plan Sponsor by maintaining a procedure for resolving any issues of noncompliance with provisions of the Plan document by persons described in paragraph 12 above through training, sanctions and other disciplinary action, as necessary.

14. The Plan Sponsor shall not directly or indirectly receive remuneration in exchange for any PHI without valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of the individual making authorization, except as otherwise allowed under the American Recovery and Reinvestment Act.

SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI)
Effective April 20, 2006, the Plan will not use or disclose ePHI except as permitted by this section or as otherwise permitted or required by law, including but not limited to the requirements of 45 C.F.R. Sections 164.314(b)(1) and (2) and its implementing regulations, 45 C.F.R. parts 160, 162, and 164 of the Security Standards of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Security Standards"), as they may be amended from time to time. Nothing in this section shall be construed to prohibit the Plan Sponsor's receipt of "summary health information," as described in the HIPAA Security Standards, for certain Plan Sponsor-related purposes, including obtaining premium bids for health insurance, making Plan design and funding decisions, and modifying, amending or terminating the Plan.

PLAN SPONSOR'S OBLIGATIONS REGARDING ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI)
Effective April 20, 2006, the Plan will disclose ePHI to the Plan Sponsor only upon receipt of an amendment to the Plan that the Plan has been amended to provide for the Plan Sponsor's receipt of ePHI and that the Plan Sponsor agrees to comply with the following provisions:

1. The Plan Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan.

2. The Plan Sponsor shall ensure the adequate separation that is required by 45 C.F.R. Section 164.504(f)(2)(iii) of the HIPAA Privacy Rule is supported by reasonable and appropriate security measures.

3. The Plan Sponsor shall ensure any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect such information.

4. The Plan Sponsor shall report to the Plan any Security Incidents of which it becomes aware as described below:

    a. The Plan Sponsor shall report to the Plan within a reasonable time after the Plan Sponsor becomes aware, any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan's ePHI.

    b. The Plan Sponsor shall report to the Plan any other Security Incident on an aggregate basis semi-annually, or more frequently upon the Plan's request.

BREACH AND SECURITY INCIDENTS
Effective September 23, 2009, the Health Information Technology for Economic and Clinical Health Act (HITECH) of the American Recovery and Reinvestment Act of 2009 (ARRA) imposes notification in the event of a Breach of unsecured Protected Health Information (PHI).

The Plan Sponsor will report to the Privacy Official of the Plan any use or disclosure of PHI not permitted by HIPAA, along with any Breach of unsecured Protected Health Information. The Plan Sponsor will treat the Breach as being discovered in accordance with HIPAA's requirements. The Plan Sponsor will make the report to the Privacy Official not more than thirty (30) calendar days after the Plan Sponsor learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. § 164.412, the Plan Sponsor may delay notifying the Privacy Official for the time period specified by such regulation. The Plan Sponsor's report will at least:

1. Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

2. Identify Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information was involved) on an individual-by-individual basis;

3. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

4. Identify what corrective or investigational action the Plan Sponsor took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

5. Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

6. Provide such other information, including a written report, as the Privacy Official may reasonably request.

The Plan Sponsor will report to the Privacy Official within thirty (30) calendar days any attempted or successful: a) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and b) interference with the Plan Sponsor's system operations in the Plan Sponsor's information systems, of which the Plan Sponsor becomes aware. The Plan Sponsor will make this report upon the Privacy Official's request, except if any such Security Incident resulted in a disclosure or Breach of Protected Health Information or Electronic Protected Health Information not permitted by the HITECH Act, the Plan Sponsor will make the report in accordance with the above.

FAIR LABOR STANDARDS ACT (FLSA §18B)

FLSA §18B, as added by the Affordable Care Act §1512, provides that, beginning October 1, 2013, an applicable Employer must provide each Employee, regardless of plan enrollment status or of part-time or full-time status, at the time of hiring, a written notice:

1. Informing the Employee of the existence of the Marketplace (referred to in the statute as the Exchange) including a description of the services provided by the Marketplace, and the manner in which the Employee may contact the Marketplace to request assistance;
2. If the Employer Plan's share of the total allowed costs of benefits provided under the Plan is less than sixty (60) percent of such costs, that the Employee may be eligible for a premium tax credit under section 36B of the Internal Revenue Code (the Code) if the Employee purchases a qualified health plan through the Marketplace; and
3. If the Employee purchases a qualified health plan through the Marketplace, the Employee may lose the Employer contribution (if any) to any health benefits plan offered by the Employer and that all or a portion of such contribution may be excludable from income for Federal income tax purposes.

For 2014, the Department of Labor will consider a notice to be provided at the time of hiring if the notice is provided within fourteen (14) days of an Employee's start date. With respect to Employees who are current Employees before October 1, 2013, Employers are required to provide the notice not later than October 1, 2013.

The notice must be provided in writing in a manner calculated to be understood by the average employee, free of charge. Alternatively, it may be provided electronically if the requirements of the Department of Labor's electronic disclosure safe harbor at 29 CFR 2520.104b-1(c) are met.

For more information, please visit: http://www.dol.gov/ebsa/newsroom/tr13-02.html.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible • Per Covered Person • Family Limit*	 $800 $1,600
Benefit Percentage (unless otherwise noted)	80%
Annual Out-of-Pocket Maximum (Includes Deductible and Medical Copays; excludes Prescription Drug Copays**) • Per Covered Person • Family Limit*	 $3,200 $6,400

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year. Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges. The Covered Person's Coinsurance is determined by the Plan's Benefit Percentage reflected in this Schedule of Benefits. The Covered Person is responsible for the difference between the Plan's Benefit Percentage and 100%.

*Applies collectively to all Covered Persons in the same Family.

** Prescription Drug Copays apply to satisfy a separate Prescription Drug Out-of-Pocket Maximum.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

Coordination of Care Requirements	
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.

Benefit Percentage For:	**Level I Benefit**	**Maximum Benefits, Limits & Provisions**
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	80% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	80% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	80% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	80% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 80% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	80% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Diabetic Self-Management Training		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Home Health Care Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
Ambulance - Air or Ground Transportation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Urgent Care Facility (Minor Emergency Medical Clinic)		
All Covered Expenses	80% of Allowable Claim Limits Deductible waived	
Outpatient Clinic Visit – Facility		
Facility Expenses	80% of Allowable Claim Limits Deductible waived	
All Other Covered Hospital/Facility Services and Supplies		
All Other Covered Expenses	80% of Allowable Claim Limits Deductible applies	Coordination of Care required for Inpatient and other specified Level I and Level II services.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Physician Hospital Visits/Surgeon	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Lab and X-ray Benefit applies. Initial Visit	80% of PPO rate Deductible applies 100% of PPO rate Deductible waived	80% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible waived	Contact Utilization Review for Coordination of Care.
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits** **Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section) • Outpatient Hospital Interpretation • Free-standing or Independent Facility (includes interpretation)	 80% of PPO rate Deductible applies 80% of PPO rate Deductible applies	 80% of Allowable Claim Limits 80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
All Other Lab/X-ray • Outpatient Hospital Interpretation • Free-standing or Independent Facility (includes interpretation)	80% of PPO rate Deductible applies 80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies 80% of Allowable Claim Limits Deductible applies	
Gunnison County Family Physicians Office Expenses Including: • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Opinion (exam) • Medical Supplies	100% of contracted rate after $20 Copay Deductible waived		
All Other non-Gunnison County Family Physicians Office Expenses Including: • Office Visit • Examination • Treatment • Diagnostic tests • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies	100% of PPO rate after $40 Copay PCP $60 Copay Specialist Deductible waived	100% of Allowable Claim Limits $40 Copay PCP $60 Copay Specialist Deductible waived	
NOTE: For purposes of this Plan, Physicians considered a Primary Care Physician (PCP) are: Family Practitioner, General Practitioner, Internist, Pediatrician and OB/Gyn. All other Physicians are considered Specialists. A referral from a Primary Care Physician to a Specialist is not required.			
Office Surgery	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Allergy Testing, Serum and Injections	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Office Lab and X-ray	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Select Diagnostic Medical Procedures (performed in Physician's Office)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Mental Disorders/ Chemical Dependency, Drug and Substance Abuse Office Visit/ *Group Therapy/ *Psychological Testing	100% of PPO rate after $40 Copay Deductible waived	100% of Allowable Claim Limits after $40 Copay Deductible waived	
Chiropractic Services (Including x-rays)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to $500 Calendar Year Maximum Benefit.
Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care	100% of PPO rate after $40 Copay Deductible waived	100% of Allowable Claim Limits after $40 Copay Deductible waived	Limited to $1,000 Calendar Year Maximum Benefit.
***Urgent Care Facility** (Minor Emergency Medical Clinic)	80% of PPO rate Deductible waived	80% of Allowable Claim Limits Deductible waived	
Retail Limited Service Clinics (Includes Redi Clinics, MinuteClinics and Take Care Clinics)	100% of PPO rate after $40 Copay Deductible waived	100% of Allowable Claim Limits after $40 Copay Deductible waived	
All Other Covered Physician Services	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Infusion Therapy/ Dialysis**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
***Durable Medical Equipment**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***Prosthetics**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Hearing Exams / Hearing Aids	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.
***Home Health Care Services**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Hospice**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review GPA Nurse Navigator℠ for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate after $40 Copay PCP $60 Copay Specialist Deductible waived	100% of Allowable Claim Limits $40 Copay PCP $60 Copay Specialist Deductible waived	
***Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Morbid Obesity**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Ambulance — Air or Ground Transportation**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
***All Other Covered Expenses**	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

Organ Transplant Services
Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Preventive and Wellness Care Benefits This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.			
Benefit Percentage For:	**Level II PPO Benefit**	**Level II Non-PPO Benefit**	**Limits & Provisions**
All Covered Wellness Benefits	100% of PPO rate Copay and Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below

Examples of Covered Wellness Procedures to include but are not limited to:

1. Routine Physical Exam
2. Annual Well Woman Exam
3. *Annual Pap smear and other routine lab
4. *Annual Mammogram (routine)
5. *Bone Density test (routine)
6. *Annual PSA test (routine)
7. Well Baby Care Exam/Well Child Care Exam
8. Routine Immunizations
9. Flu vaccine/pneumonia vaccine
10. *Routine lab, x-ray, diagnostic testing and other medical screenings
11. Routine Vision Screening for Covered Dependent Children
12. Routine Hearing Screening for Covered Dependent Children
13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 50 with or without a diagnosis or Family history of colon cancer)
14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt)
15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible (Includes Covered Medical and Prescription Drug Expenses) • Per Covered Person • Family Limit*	 $4,000 $8,000
Benefit Percentage (unless otherwise noted)	100%
Annual Out-of-Pocket Maximum (Includes Calendar Year Deductible, Covered Medical and Prescription Drug Expenses) • Per Covered Person • Family Limit*	 $4,000 $8,000

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year. Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges.

* The Calendar Year Deductible per Covered Person (individual Deductible) is embedded in the Deductible Family Limit and the Annual Out-of-Pocket Maximum per Covered Person (individual Annual Out-of-Pocket) is embedded in the Annual Out-of-Pocket Maximum Family Limit. Each covered Family member is only required to satisfy his/her own individual Deductible and individual Annual Out-of-Pocket, not the entire Family Limit, in order to receive Plan benefits. The Deductible Family Limit and Annual Out-of-Pocket Maximum Family Limit are satisfied by two (2) or more Family members collectively; however, each Family member cannot contribute more than his/her own individual Deductible or individual Annual Out-of-Pocket Maximum.

LEVEL I BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing "as a Facility." The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network**.

Coordination of Care Requirements		
Coordination of Care required for the following services: • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services	See Coordination of Care section for additional information.	
Benefit Percentage For:	**Level I Benefit**	**Maximum Benefits, Limits & Provisions**
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	100% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother's discharge)	100% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Free-standing Emergency Room Facility Services)		
Emergency Room	100% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	100% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 100% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 50 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	100% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Diabetic Self-Management Training		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Home Health Care Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
Ambulance - Air or Ground Transportation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Urgent Care Facility (Minor Emergency Medical Clinic)		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	
Outpatient Clinic Visit – Facility		
Facility Expenses	100% of Allowable Claim Limits Deductible applies	
All Other Covered Hospital/Facility Services and Supplies		
All Other Covered Expenses	100% of Allowable Claim Limits Deductible applies	Coordination of Care required for Inpatient and other specified Level I and Level II services.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:
This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network.** Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Physician Hospital Visits/Surgeon	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Initial Visit	100% of PPO rate Deductible applies 100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible waived	Contact Utilization Review for Coordination of Care.
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Lab and X-ray Benefits Select Diagnostic Medical Procedures** (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section) • Outpatient Hospital Interpretation • Free-standing or Independent Facility (includes interpretation)	 100% of PPO rate Deductible applies 100% of PPO rate Deductible applies	 100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
All Other Lab/X-ray • Outpatient Hospital Interpretation • Free-standing or Independent Facility (includes interpretation)	100% of PPO rate Deductible applies 100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies 100% of Allowable Claim Limits Deductible applies	
All Covered Physician Office Expenses Including: • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Retail Limited Services Clinic	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Mental Disorders/ Chemical Dependency, Drug and Substance Abuse Office Visit/ *Group Therapy/ *Psychological Testing	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Chiropractic Services (Including x-rays)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to $500 Calendar Year Maximum Benefit.
Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to $1,000 Calendar Year Maximum Benefit.
***Urgent Care Facility** (Minor Emergency Medical Clinic)	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible waived	
All Other Covered Physician Services	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Therapy Services** • Physical • Occupational • Speech	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
***Cardiac Rehabilitation**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Chemotherapy/ Radiation Therapy/ Infusion Therapy/Dialysis**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
***Durable Medical Equipment**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Orthotic Devices**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Prosthetics**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Hearing Exams/Hearing Aids	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Hearing aids are limited to $4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.
***Home Health Care Services**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
***Home Infusion Therapy**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
***Hospice**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)**	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
***Morbid Obesity**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***Ambulance — Air or Ground Transportation**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
***All Other Covered Expenses**	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

Organ Transplant Services
Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Preventive and Wellness Care Benefits This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.			
Benefit Percentage For:	**Level II PPO Benefit**	**Level II Non-PPO Benefit**	**Limits & Provisions**
All Covered Wellness Benefits	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below

Examples of Covered Wellness Procedures to include but are not limited to:

1. Routine Physical Exam
2. Annual Well Woman Exam
3. *Annual Pap smear and other routine lab
4. *Annual Mammogram (routine)
5. *Bone Density test (routine)
6. *Annual PSA test (routine)
7. Well Baby Care Exam/Well Child Care Exam
8. Routine Immunizations
9. Flu vaccine/pneumonia vaccine
10. *Routine lab, x-ray, diagnostic testing and other medical screenings
11. Routine Vision Screening for Covered Dependent Children
12. Routine Hearing Screening for Covered Dependent Children
13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 50 with or without a diagnosis or Family history of colon cancer)
14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt)
15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

ORGAN TRANSPLANT POLICY

Organ and tissue transplant coverage is provided under a separate insurance policy by Tokio Marine HCC – Stop Loss Group (TMHCC) and is issued either by National Union Fire Insurance Company of Pittsburgh, Pa. or HCC Life Insurance Company. Such coverage pays benefits for certain organ and tissue transplants without regard to any benefits that may or may not be provided by this Major Medical Plan. Please contact TMHCC's Transplant Unit toll-free at 1-888-449-2377 for benefit information, pre-authorization of transplant services, and transplant network Provider access.

Pre-Authorization of Transplant Services
Pre-authorization of transplant services is required prior to seeing a transplant Provider for a consult and/or evaluation. Failure to do so could result in reduced benefits.

NOTICE - Transplant Network
In order to obtain 100% in-network benefits, you must use Providers in a transplant network approved by and accessed through TMHCC's Transplant Unit. Expenses billed by the transplant network Provider that are not covered by the TMHCC policy are subject to this Medical Plan's benefits and the payment terms and conditions of the transplant network Provider's contracted rates.

For more information, contact your Medical Plan Administrator and/or human resources department.

NOTE: The Employer's fully insured Organ Transplant Policy is the Primary payer for Organ, Tissue and Bone Marrow Transplants. In the event the Employer's Organ Transplant Policy does not cover some or all transplant related charges incurred by a Covered Person due to a pre-existing condition exclusion limitation, this Plan will consider the charges based on benefits below as the Secondary payer. See Coordination With Organ Transplant Policy section of this Plan Document.

Traditional Plan Organ Transplant Plan Benefits – Secondary Payer			
Benefit Percentage For:	**Transplant Program**	**Non-Transplant Program**	**Limits & Provisions**
Organ, Tissue and Bone Marrow Transplants (Non-experimental transplants only)	80% of Program rate Deductible applies	80% of Usual and Customary fees Deductible applies	Contact Utilization Review upon transplant evaluation for Coordination of Care and access to the Transplant Program.
Donor Expenses Donor expenses covered if recipient is covered by this Plan. Payable under recipient's Claim.	80% of Program rate Deductible applies	80% of Usual and Customary fees Deductible applies	
Organ Transplant Travel/Lodging Benefit	100% Deductible waived	Not covered	Transplant Program Travel/Lodging limited to $10,000 Maximum Benefit per Transplant.

High Deductible Health Plan Organ Transplant Plan Benefits – Secondary Payer			
Benefit Percentage For:	**Transplant Program**	**Non-Transplant Program**	**Limits & Provisions**
Organ, Tissue and Bone Marrow Transplants (Non-experimental transplants only)	100% of Program rate Deductible applies	100% of Usual and Customary fees Deductible applies	Contact Utilization Review upon transplant evaluation for Coordination of Care and access to the Transplant Program.
Donor Expenses Donor expenses covered if recipient is covered by this Plan. Payable under recipient's Claim.	100% of Program rate Deductible applies	100% of Usual and Customary fees Deductible applies	
Organ Transplant Travel/Lodging Benefit	100% Deductible waived	Not covered	Transplant Program Travel/Lodging limited to $10,000 Maximum Benefit per Transplant.

GPA HW CANCER CARE PROGRAM

The Plan provides benefit coverage for evidence-based cancer care services provided at local, regional and national cancer programs. The GPA HW Cancer Care Program will utilize specialized care coordination nurses to provide patient education and support while coordinating with the patient, Providers, Center of Excellence (COE), and Plan benefits. The principles for Certified Case Management and the guidelines of nationally recognized organizations, MCG (formerly Milliman Care Guidelines) and National Comprehensive Cancer Network (NCCN), including the NCCN Compendium of Care, will be utilized in the review of care for Medical Necessity and evidence-based medicine. In the event care is requested that is outside of the nationally recognized criteria, independent medical reviews by a Board Certified and actively practicing Oncologist or Physician of like specialty will be completed to ensure standard of medical care is provided for Plan Participants. GPA HW Cancer Care Program may utilize a panel of three (3) Board Certified and actively practicing Oncologists or Physicians of like specialty in the event of appeals. Should oncology care at a Center of Excellence benefit the patient and Plan, the HW Cancer Care Program nurse will gather the data from at least two (2) independent COE contracting sources. The COE contracts will be reviewed for comprehensiveness of contract and the COE's quality outcomes before selection. GPA HW Cancer Care Program will not limit member participation based on type of cancer.

SECOND OPINION

The Plan provides coverage for a Second Opinion through utilization of the Pathology/DiagnosticCOE, which may include a review of the diagnosis, review of the treatment plan or both. Second Opinions may require travel to a Pathology/DiagnosticCOE to qualify for benefits. A Second Opinion may consist solely of having pathology slides reviewed by a specialized lab or may include other services. Molecular testing is a covered benefit when coordinated by GPA's HealthWatch department's Cancer Care nurse.

CLINICAL TRIAL BENEFITS

Clinical Trials (Routine Patient Costs). Benefits are provided to Qualified Individuals for the Routine Patient Costs of items and services furnished in connection with participation in an Approved Clinical Trial. Routine Patient Costs include all items and services consistent with the coverage provided under this Plan that are typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include:

1. The Investigational item, device, or service, itself;
2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

If one or more Participating Providers is participating in a clinical trial, the Plan may require that a Qualified Individual participate in the trial through such a Participating Provider if the Provider will accept the individual as a participant in the trial.

Approved Clinical Trial is a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and that is described in any of the following:

1. Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

    a. The National Institutes of Health.
    b. The Centers for Disease Control and Prevention.
    c. The Agency for Health Care Research and Quality.
    d. The Centers for Medicare & Medicaid Services.

e. A cooperative group or center of any of the entities described in (a) through (d) above or the Department of Defense or the Department of Veterans Affairs.
f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
g. The Department of Veterans Affairs, the Department of Defense, or the Department of Energy, if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines:

    i. to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and
    ii. assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review; or

2. The study or investigation is conducted under an Investigational new Drug application reviewed by the Food and Drug Administration; or
3. The study or investigation is a Drug trial that is exempt from having such an Investigational new Drug application.

A Qualified Individual must meet the following conditions:

1. The individual must be eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition; and
2. Either:

    a. The referring health care professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1); or
    b. The individual provides medical and scientific information establishing that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1).

Covered Persons are encouraged to contact GPA's HealthWatch department's Cancer Care Program at 1-800-843-6705 option 6 or cancercare@gpatpa.com for further information on clinical trial coverage.

Questions: If there are any questions regarding coverage or a specific provision of GPA's HealthWatch department's Cancer Care Program, please contact the Plan Administrator at 1-800-843-6705 option 6 or email cancercare@gpatpa.com.

PRESCRIPTION DRUG PLAN BENEFITS

High Deductible Health Plan		
Prescription Drug Expenses apply to satisfy the Medical Plan's Level I/Level II Calendar Year Deductible. The Plan requires the Covered Person to pay the entire cost of Prescription Drug Expenses until the Deductible has been met. After the Calendar Deductible and Annual Out-of-Pocket Maximum have been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year.		
	Supply Limit	**Benefit**
Prescription Card Service Generic and Brand Name Drugs	30 – 90 days	100% after Deductible
Mail Order Service Generic and Brand Name Drugs	90 days	100% after Deductible
Specialty Drugs* Generic and Brand Name Drugs	30 days	100% after Deductible
* Specialty Drugs must be obtained through the Prescription Drug Plan's Specialty Pharmacy.		

Traditional Plan	
Prescription Drug Copays apply to satisfy a separate Prescription Drug Annual Out-of-Pocket Maximum. After the separate Prescription Drug Annual Out-of-Pocket Maximum has been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year.	
Calendar Year Prescription Drug Deductible Per Covered Person	 $100
The Prescription Drug Deductible must be satisfied each Calendar Year before Copays apply.	
Prescription Drug Annual Out-of-Pocket Maximum Per Covered Person Family Limit*	 $3,000 $6,000
*Applies collectively to all Covered Persons in the same Family.	
Prescription Card Service Supply Limit Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	**100% after applicable Copay** 30 days $5 Copay 75% Copay with a minimum $35 Copay and up to a maximum $150 Copay 75% Copay with a minimum $70 Copay and up to a maximum $150 Copay
Prescription Card Service – Generic Drugs Only Supply Limit Generic Drugs (Tier 1)	 90 days $15 Copay
Mail Order Service Supply Limit Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	**100% after applicable Copay** 90 days $10 Copay 75% Copay with a minimum $80 Copay 75% Copay with a minimum $80 Copay
Specialty Drugs* Supply Limit Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	**100% after applicable Copay** 30 days 85% Copay with a maximum $150 Copay 85% Copay with a maximum $150 Copay 85% Copay with a maximum $150 Copay
* Specialty Drugs must be obtained through the Prescription Drug Plan's Specialty Pharmacy.	

NOTE: Medications required for Preventive Care services may be covered at 100%, Copay and/or Deductible waived.

For Coordination of Benefits when this Plan is secondary, file the prescription receipt with the Drug Plan. Call the Prescription Claims Help Desk for a Claim form. See Plan Participant identification card for the phone number.

(Traditional Plan only) If the pharmacy charge is less than the Generic or Brand Copay, then the actual charge will become the Copay. Generic and Brand Name copayments apply separately to each prescription and refill and do not apply to the Calendar Year Deductible.

To be covered, Prescription Drugs must be:

1. Purchased from a participating licensed pharmacist;
2. Dispensed to the Covered Person for whom they are prescribed; and
3. Legally prescribed by a Qualified Prescriber.

DEFINITIONS

Brand Name Drugs (Tier 2 and Tier 3)
Trademark Drugs or substances marketed by the original manufacturer. Tier 2 Drugs are commonly used Preferred Brand Name Drugs shown on the Formulary Drug List as "Formulary Alternative(s)." Tier 3 Drugs are Non-Preferred Brand Name Drugs listed as "Non-Formulary" or not listed.

Generic Drugs (Tier 1)
Drugs or substances which:

1. Are not trademark Drugs or substances; and
2. May be legally substituted for trademark Drugs or substances.

Over the Counter (OTC) Drugs
Drugs which do not require a prescription from a Qualified Prescriber, unless otherwise specified.

Prescription Drugs
Legend Drugs or medicines which are prescribed by a Qualified Prescriber for the treatment of Illness, Injury or Pregnancy.

Qualified Prescriber
A licensed Physician, Dentist, or other health care Practitioner who may, in the legal scope of his/her practice, prescribe Drugs or medicines.

Specialty Drugs
Specialty pharmaceuticals include biotech Drugs produced using living organisms which are high cost or injectable Drugs that require heightened patient management and support.

Product Selection
The pharmacist substitutes more economically priced Generic equivalent Drugs whenever possible unless there is a specific request for a Brand Name by the prescribing Physician or when State law requires no substitution for the Brand Name Drug. **Under this program if the prescribing Physician does not specify the Brand Name, but the Covered Person requests the Brand product when there is a Generic substitute available, the Covered Person is required to pay the difference in cost between the Brand and Generic product in addition to the usual Brand Copay (applies to Prescription Card and Mail Order).**

Most pharmacists, as a courtesy to the patient, will ask whether a Generic Drug is acceptable to the Covered Person if the Physician has specified "product selection permitted" on the prescription. If the Physician has specified "dispense as written," no choice is given to the patient, and only the applicable Copay will be charged.

Miscellaneous Provisions
The following provisions may be included in your Prescription Drug Plan. Please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card for more information.

Step Therapy: The practice of starting Drug therapy for a medical condition with the most cost-effective and safest Drug available, then progressing to other more costly alternatives if necessary.

Therapeutic Substitution: A Physician-oriented service designed to increase the utilization of more cost-effective products. Substitutes are made for Non-Preferred Brand Name Drugs with either Generic or similar Preferred Brand Name Drugs in the same therapeutic class.

Drug Review

The Plan includes a Drug Review program which is automatically administered by the pharmacist through a nationwide computer network that verifies the eligibility of each Covered Person's card and protects the Covered Person from conflicting prescriptions which might prove harmful if taken at the same time. This program also guards against duplication of medications and incorrect dosage levels.

Covered and Excluded Drugs

The following Covered and Excluded Drug listings are not all inclusive. To find out if a particular Drug is covered, please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card.

NOTE: Some Drugs may require authorization and may only be covered, and/or covered for certain ages, if Medically Necessary.

Prescription Drug Plan – Covered Drugs

1. Legend Drugs (Drugs requiring a prescription either by Federal or State law) (there are certain Legend Drugs that may be excluded);
2. Insulin on prescription;
3. Disposable insulin needles/syringes, test strips and lancets on prescription;
4. Compounded medications of which at least one ingredient is a prescription legend Drug;
5. All FDA approved women's contraceptive Drugs and methods (Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
6. Tobacco deterrent medications or any other tobacco use OTC cessation aids, all dosage forms limited to a 168-day supply per Plan Calendar Year (Generic covered at 100%, Copay and/or Deductible waived); if no Generic available, Brand covered at 100%, Copay and/or Deductible waived); and
7. Specialty Drugs.

NOTE: Quantity limitations may apply to some Covered Drugs in addition to those shown above.

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional Drugs that may be covered for preventive treatment.

Prescription Drug Plan – Excluded Drugs

1. Abortifacients;
2. Drugs for Cosmetic purposes;
3. Weight loss medications;
4. Immunization agents (except immunizations and vaccines as required for Preventive Care services; Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived), biological sera, blood or blood plasma;
5. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medical substances, regardless of intended use, except those listed above;
6. Charges for the administration or injection of any Drug;
7. Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation laws;
8. Drugs labeled "Caution-limited by Federal law to Investigational use," or Experimental Drugs, even though a charge is made to the individual;
9. Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, Extended Care Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; and
10. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order.

NOTE: Drugs excluded from the Prescription Drug Plan are not payable under Major Medical Expense Benefits.

(Traditional Plan only) A Prescription Drug dispensed by a retail pharmacy, Mail Order Service or Specialty Pharmacy for which a Copay applies is not considered a Claim for benefits under this Plan and, therefore, is not subject to the Plan's Claim Filing Procedures.

When Alternative Care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the Plan Participant (patient), the Plan may approve and pay for all or part of the charges not shown as a Covered Prescription Drug in this Plan Document.

PRESCRIPTION DRUG UTILIZATION REVIEW

The Prescription Drug benefit does not have unlimited coverage. As with all medical and Hospital services, Prescription Drug utilization is subject to determinations of Medical Necessity and appropriate use. Drug Utilization Review may be concurrent, retrospective or prospective.

Concurrent Drug Utilization Review generally occurs at the time of service and may include electronic Claim audits which may help to protect patients from potential Drug interactions or Drug-therapy conflicts or overuse/under use of medications.

Retrospective Drug Utilization Review generally involves Claim review and may include communication by the Prescription Drug Plan and/or Utilization Review with the prescribing Physician to coordinate care and verify diagnoses and Medical Necessity. It may include a peer review by a Physician of like specialty to the prescribing Physician reviewing the medical and pharmacy records to determine Medical Necessity.

Should Medical Necessity not be determined by the peer review Physician, the treating Physician and Plan Participant will be notified and provided with the peer review results. The Plan Participant and Physician will be forwarded information on the appeal process as outlined in this Plan.

Prospective Drug Utilization Review may include, among other things, Physician or pharmacy assignment in which one Physician and/or one pharmacy is selected to serve as the coordinator of prescription Drug services and benefits for the eligible Plan Participant. The Plan Participant will be notified in writing of this and will be required to designate a Physician and pharmacy as his/her Providers.

COORDINATION OF CARE

Coordination of Care may be indicated for medical treatment that is Medically Necessary and not Experimental. Coordination of Care is provided by a Registered Nurse (RN) to assist the Plan Participant with coordination of medical care, prevent duplicate diagnostic testing and/or treatment, and identify and refer patients with diagnoses that would benefit from further Plan programs such as Case Management, Disease Management and/or Maternity Support.

COORDINATION OF CARE REQUIREMENTS

Contact GPA's HealthWatch department for Coordination of Care prior to receiving the following services:

- **Inpatient Hospital/Facility admissions (including admissions for Mental Disorders, Chemical Dependency, Drug and Substance Abuse);**
- **Inpatient and Home Hospice;**
- **Maternity;**
- **Radiation therapy, chemotherapy, dialysis or infusion therapy;**
- **Home Health Care;**
- **Transplant evaluation.**

CASE MANAGEMENT

During the Utilization Review process, catastrophic cases such as transplants, burns, spinal cord Injuries, cancer and other large cases will be identified and Case Management may be initiated. Case Management is provided by Nurses with specialized training and/or advanced national certification. The Nurse may monitor the medical care, consult with the Physicians, coordinate with the health care Providers and Facilities, and communicate with the patient and Family to promote receipt of appropriate, cost effective care to expedite the recovery process.

When Out-of-Network fees are negotiated by Case Management and/or Utilization Review on behalf of the Plan, Out-of-Network Covered Charges may be considered at the PPO Benefit level.

ALTERNATIVE CARE

Through alternative care, Case Management may help the patient and the Plan Administrator obtain care/treatment for a serious Illness or Injury that is Medically Necessary and appropriate for the diagnosis. When alternative care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges not shown as a Covered Expense or as a Covered Prescription Drug in this Plan Document. These expenses will be considered on the same basis as the care and treatment for which they are substituted. Benefits provided under this section are subject to all other limitations and provisions within the Plan. In exercising its authority, this Plan will act in a way so as not to discriminate against any Plan Participant. If the care is not being substituted for other Covered Expenses, it will be considered on the same basis as a same or similar Covered Expense or Covered Prescription Drug shown in this Plan Document, as determined by the Claims Administrator.

All benefits provided in this section are subject to Medical Necessity, Reasonableness, and Usual and Customary charges, the Allowable Claim Limits under the Claim Review and Audit Program.

DISEASE MANAGEMENT

Disease Management is an Employer sponsored voluntary program that is designed to help individuals with certain chronic health conditions to better manage their care. Utilization Review, provided through GPA's HealthWatch department, supports the relationship between the Physician and the patient by providing information regarding optimal treatment options. The objective is to help individuals stay healthy by providing customized health education information for the most appropriate medical care for each individual's Illness.

MATERNITY SUPPORT PROGRAM

A special Maternity Support Program is available from Utilization Review. The program is completely voluntary and provides educational tools to optimize the health of mothers and their newborns. To participate, Covered Persons should call Utilization Review as soon as they know they are pregnant, preferably during the first trimester. Benefits available are:

- Coordination of a proactive education program for maternity care;
- Assessment of the risk of a Pregnancy;
- Identification of personal health factors that could influence the Pregnancy; and
- Development of proactive, risk appropriate care delivery programs for covered Pregnancies and births.

GPA NURSE NAVIGATOR[SM]

GPA Nurse Navigator[SM] is a program that will assist Plan Participants with coordination of their medical care with various Provider options to accommodate medical care needs. The Plan Participant can contact Nurse Navigators at the number on his/her identification card to receive assistance in finding doctors, Hospitals and medical Providers. GPA Nurse Navigator[SM] will also assist the Plan Participant with scheduling appointments, retrieving medical records, completing notifications, consulting a Physician Advisor (if necessary), medication coordination, providing education by a Registered Nurse (RN) and assessing for referrals into GPA Care Management Programs.

COMPREHENSIVE MEDICAL BENEFITS

COVERED MEDICAL EXPENSES (COVERED EXPENSES)

Covered Medical Expenses mean the Reasonable and Usual and Customary charges, Allowable Claim Limit charges and/or contracted PPO charges incurred by or on behalf of a Covered Person for Hospital or other medical services listed below which are:

1. Ordered by a Physician or licensed Practitioner;
2. Medically Necessary for the treatment of an Illness or Injury;
3. Not of a luxury or personal nature; and
4. Not excluded under the Major Medical Exclusions and Limitations section of this Plan.

COVERED CHARGES

If a Covered Person incurs Covered Medical Expenses as the result of an Illness or Injury, all treatment is subject to benefit payment provisions shown in the Schedule of Benefits and as determined elsewhere in this document.

HOSPITALS, AMBULATORY SURGERY CENTERS AND OTHER FACILITIES

Facilities do not participate in the PPO Network. Charges for services rendered in these Facilities will be evaluated under the Claim Review and Audit Program, and Covered Charges will be determined based upon the Allowable Claim Limits. Please refer to the Claim Review and Audit Program section for additional information about the program and Allowable Claim Limits.

PHYSICIANS AND ALL OTHER COVERED PROVIDERS

Network Services (PPO): Network Services (PPO) are health care services provided by a Physician or other Provider in the designated PPO with which the Plan has contracted to provide services at specified fees. Network Covered Charges will be payable at the PPO benefit level.

This Plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

Out-Of-Network Services (Non-PPO): Out-of-Network Services (Non-PPO) are health care services provided by a Physician or other Provider that is not in the Plan's designated PPO Network. Out-of-Network Covered Charges will be payable at the Non-PPO benefit level unless the Plan has a direct contract for discounting fees with an Out-of-Network Provider or Out-of-Network services are listed as a PPO benefit exception in the Schedule of Benefits, in which case, the PPO benefit level will apply.

HOSPITAL OR MEDICAL FACILITY FEES/PHYSICIAN FEES

The total cost for many medical services/procedures may be comprised of several components: Hospital or other medical Facility fees and Physician fees.

Hospital or Medical Facility Fees: The Hospital or medical Facility fees cover the cost of providing room and board and/or technicians, equipment, supplies and miscellaneous expenses involved in the care and treatment of a patient. Medical service fees billed by a Provider billing as a Facility may be separate from medical services billed by a Physician.

Physician Fees: The Physician fees cover the cost of medical services/procedures provided by a Physician or the professional fees billed by a Physician for the supervision, interpretation and consultation involved in the care and treatment of a patient. Each fee may be billed separately by the Physician providing the service.

SELECT DIAGNOSTIC MEDICAL PROCEDURES
The following is a list of Select Diagnostic Medical Procedures that may be performed in a Physician's office, the Outpatient department of a Hospital, free-standing center or an independent Facility. Benefits are available under the Plan as specified in the Schedule of Benefits:

1. Bone scan – Specialized x-ray of bone tissues using radioactive injection if more sensitive to bone irregularities than usual x-rays:
   a. Limited area;
   b. Multiple areas;
   c. Whole body;
   d. With vascular flow only;
   e. Three phase technique; or
   f. Tomographic (SPECT).
2. Cardiac stress test:
   a. Thallium – Use of radioactive dye to define areas of decreased blood flow in vessels of the heart while the patient exercises.
   b. Treadmill – Reading of the electrical patterns of the heart (EKG) while the patient exercises on a treadmill.
3. CT Scan – Computerized x-ray picture of a part of the body.
4. MRI (Magnetic Resonance Imaging) – Diagnostic imaging modality that uses magnetic and radio frequency fields to image body tissue non-invasively.
5. PET Scan (Positron Emission Tomography) – A three-dimensional imaging technique that allows visual examination of the internal organs and illustrates organ function.
6. Ultrasound, Echography and Sonography – The use of inaudible sound waves to outline the shape of organs and tissues in the body. A sonogram during Pregnancy is not considered a Select Diagnostic Medical Procedure and is payable under the Plan's Lab/X-ray Benefit.
7. Myelogram – x-ray of the spine after injection of a contrast medium (dye) into a space in the spinal canal.
8. Aortography, Angiography, Lymphangiography, Venography, Transcatheter, Transluminal Atherectomy and Diskography.
9. Nuclear medicine scans.

CALENDAR YEAR MAXIMUM BENEFIT
The Maximum Amount payable for Covered Expenses during a Calendar Year Benefit Period for each Covered Person is limited to a specific dollar amount, number of days or visits as specified in the Schedule of Benefits. The Calendar Year is from January 1 through December 31 of the same year. The initial Calendar Year Benefit Period is from a Covered Person's effective date through December 31 of the same year. Level I and Level II (PPO and Non-PPO) Covered Charges are combined to determine is a Lifetime Maximum Benefit has been met.

CONTINUITY OF CARE
If a Covered Person is receiving treatment, services or supplies from an Preferred Physician and that Preferred Physician terminates or is terminated from the Preferred Physician Network or if the Plan Administrator changes PPO Networks, benefits for such services, treatment or supplies will continue to be paid at the Preferred Physician benefit level for a period of ninety (90) days from the date of the Preferred Physician's termination if the treatment, services or supplies are being provided for special circumstances such as:

- An acute condition;
- A life-threatening Illness; or
- Past the twenty-fourth (24th) week of Pregnancy and the Covered Person is receiving treatment in accordance with the dictates of medical prudence.

Special circumstances mean a condition such that the treating Physician or health care Provider reasonably believes that discontinuing care by the treating Physician or Provider could cause harm to the patient. Special circumstances shall be identified by the treating Physician or health care Provider who

must request the Covered Person be permitted to continue treatment under the Physician's or Provider's care and agree not to seek payment from the patient of any amount for which the Covered Person would not be responsible if the Physician or health care Provider were still part of the Preferred Provider Organization (PPO) Network.

CHARGES RELATED TO ACCIDENTAL INJURIES
Prior to obtaining Accident details, the Maximum Benefit payable on charges arising from an Accidental Injury is $500. Once charges for the same related Claim equal or exceed $500, charges will be denied until expenses are determined to be an eligible benefit under this Plan.

TRADITIONAL PLAN

DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)
The Deductible amount for each Covered Person is the amount of Covered Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical Expenses incurred during the remainder of that year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Plan Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)
The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) three (3) Family members have each satisfied their Deductible in the same Calendar Year, no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

COINSURANCE
Coinsurance is the portion of Covered Medical Expenses shared by the Plan and the Covered Person in a specific ratio (i.e., 80%/20%) after the Calendar Year Deductible has been satisfied. The amount of Coinsurance paid by the Covered Person is applied to satisfy the Covered Person's Annual Out-of-Pocket Maximum.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical Expenses each Calendar Year including the Deductible and Medical Copays. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Prescription Copays (subject to separate Prescription Drug Annual Out-of-Pocket Maximum);
- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits,or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum Family Limit is met when all covered Family members (collectively) incur the amount shown in the Schedule of Benefits as the Annual Out-of-Pocket Maximum Family Limit. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

OFFICE VISIT COPAY (PER VISIT)
The Office Visit Copay is the portion of Covered Medical Expenses, a flat dollar amount, payable by the Covered Person for Covered Charges provided by and billed by the Physician at the time of each Physician Office Visit. Whenever an Office Visit Copay applies, the Calendar Year Deductible is waived for that visit except for office procedures listed in the Schedule of Benefits which are not subject to the Office Visit Copay. The Office Visit Copay cannot be used to satisfy the Calendar Year Deductible but will apply to satisfy the Annual Out-of-Pocket Maximum.

Office Visit Copays for a Primary Care Physician and a Specialist are specified in the Schedule of Benefits. A referral from a Primary Care Physician to a Specialist is not required.

HIGH DEDUCTIBLE HEALTH PLAN

DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)
The Deductible amount for each Covered Person is the amount of Covered Medical and Prescription Drug Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical and Prescription Drug Expenses incurred during the remainder of that Calendar Year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)
The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Deductible Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively), no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)
The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical and Prescription Drug Expenses each Calendar Year including the Deductible.

Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Level I/Level II PPO/Non-PPO Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)
The maximum Annual Out-of-Pocket amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Annual Out-of-Pocket Maximum Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) no further Out-of-Pocket amounts will be applied to Covered Medical and Prescription Drug Expenses during the remainder of that Calendar Year. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

MAJOR MEDICAL EXPENSE BENEFITS

The following are Covered Medical Expenses under this Plan, unless specifically excluded under the Major Medical Plan Exclusions and Limitations. Benefits for these Covered Expenses will be payable as shown in the Schedule of Benefits. Charges are subject to the Reasonable and Usual and Customary amount, the Allowable Claim Limits under the Claim Review and Audit Program and/or the negotiated fee schedule of the Preferred Provider Organization (PPO).

Covered Medical Expenses are subject to any Maximum Benefit and/or limitation specified in the Schedule of Benefits.

Admit Kits. The charges for Hospital "admit kits."

Allergy Testing, Allergy Injections and Allergy Serums. The charges for allergy testing, allergy injections, allergy serums and treatment.

Ambulance Services. The charges for professional licensed ambulance service as follows:

1. Ground transportation when Medically Necessary and used locally to or from the nearest Facility qualified to render treatment;
2. Air ambulance where air transportation is medically indicated to transport a Covered Person to the nearest Facility qualified to render treatment (excluding commercial flights); or
3. "CARE" and "LIFE" flights in a life-threatening situation.

Ambulatory Surgery Center. The charges made by an Ambulatory Surgery Center.

Anesthesia. The charges for the cost and administration of an Anesthesia and/or anesthetic.

Assistant Surgeon. The charges for services of an assistant surgeon and/or Licensed Surgical Assistant when such a Provider is required to render technical assistance at an operation. The Covered Expense for such services shall be limited to 25% of the allowable surgical fee. See definition of Practitioner for covered Providers.

Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD). The charges for the diagnosis and treatment of Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD) with the exclusion of charges for education and training.

Audiologist. The charges of an Audiologist under direct supervision of a Physician for treatment of a hearing loss or an impaired hearing function.

Autism Spectrum Disorder. The charges for treatment of Autism Spectrum Disorder provided to a Dependent Child. Treatment includes all generally recognized services prescribed in relation to Autism Spectrum Disorder by the patient's primary care Physician. "Generally recognized services" may include services such as evaluation and assessment, applied behavior analysis, behavior training and management, Speech Therapy, Occupational Therapy, Physical Therapy and medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

Birthing Center. The charges incurred for services in a Birthing Center.

Blood or Blood Components. The charges for the processing and administration of blood or blood components, but not for the cost of the actual blood or blood components if the Facility receives any replacement of blood used for which the patient is not financially responsible.

Breast Reduction (Reduction Mammoplasty). The charges for a reduction mammoplasty, if Medically Necessary.

Cardiac Rehabilitation. The charges for cardiac rehabilitation as deemed Medically Necessary provided services are rendered:

1. Under the supervision of a Physician;
2. In connection with a myocardial infarction, coronary occlusion or coronary bypass Surgery;
3. Initiated within twelve (12) weeks after other treatment for the medical condition ends; and
4. In a Facility whose primary purpose is to provide medical care for an Illness or Injury.

Chemotherapy. The charges for chemotherapy.

Chiropractic Services. The charges for Chiropractic Services, to include x-rays.

Clinical and Pathological Laboratory Tests. The charges for clinical and pathological laboratory tests and examinations including fees for professional interpretation of their results.

Clinical Trials (Routine Patient Costs). Benefits are provided to Qualified Individuals for the Routine Patient Costs of items and services furnished in connection with participation in an Approved Clinical Trial. Routine Patient Costs include all items and services consistent with the coverage provided under this Plan that are typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include:

1. The Investigational item, device, or service, itself;
2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

If one or more Participating Providers is participating in a clinical trial, the Plan may require that a Qualified Individual participate in the trial through such a Participating Provider if the Provider will accept the individual as a participant in the trial.

Approved Clinical Trial is a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and that is described in any of the following:

1. Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

    a. The National Institutes of Health.
    b. The Centers for Disease Control and Prevention.
    c. The Agency for Health Care Research and Quality.
    d. The Centers for Medicare & Medicaid Services.
    e. A cooperative group or center of any of the entities described in (a) through (d) above or the Department of Defense or the Department of Veterans Affairs.
    f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
    g. The Department of Veterans Affairs, the Department of Defense, or the Department of Energy, if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines:

        i. to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and
        ii. assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review; or

2. The study or investigation is conducted under an Investigational new Drug application reviewed by the Food and Drug Administration; or

3. The study or investigation is a Drug trial that is exempt from having such an Investigational new Drug application.

A Qualified Individual must meet the following conditions:

1. The individual must be eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition; and
2. Either:

    a. The referring health care professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1); or
    b. The individual provides medical and scientific information establishing that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1).

A *life-threatening condition* means any Disease or condition from which the likelihood of death is probable unless the course of the Disease or condition is interrupted.

Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care. The charges for complementary/alternative medicine including Acupuncture, therapeutic massage, nutrition therapy, rolfing and naturopathy care.

Contraceptives. The charges for all FDA approved women's contraceptive methods.

Corneal Transplants. The charges for services and supplies in connection with corneal transplants on the same basis as any other Illness.

Cosmetic Surgery. The charges for Cosmetic Surgery only in the following situations:

1. Reconstructive Surgery as a result of an accidental bodily Injury;
2. The surgical correction required as a result of a congenital Disease or Congenital Anomaly;
3. Reconstructive Surgery following neoplastic (cancer) Surgery;
4. Reconstruction of the breast on which a mastectomy has been performed;
5. Surgery and reconstruction of the other breast to produce symmetrical appearance;
6. Coverage for prostheses and physical complications related to all stages of covered mastectomy including lymphedema, in a manner determined in consultation with the attending Physician and patient; and
7. Removal of breast implants if deemed to be Medically Necessary and reconstructive breast Surgery after implant removal. Breast reconstruction is not covered if the original implants were for cosmetic reasons. However, the removal of the implant is covered, if Medically Necessary, even if the original implant was for cosmetic reasons.

NOTE: The Plan's breast reconstruction Surgery benefits are subject to the requirements of the mastectomy provision of the Women's Health and Cancer Rights Act of 1998.

Custom Bras for Prostheses. The charges for custom bras for prostheses following a mastectomy, limited to six (6) per Calendar Year.

Dental Expenses and Oral Surgery Procedures. The charges for the following Dental expenses and Oral Surgery procedures:

1. Excision of impacted or partially impacted teeth;
2. Cutting procedures in the oral cavity for excision of tumors and cysts of the jawbone;
3. External incision and drainage of cellulitis;
4. Open or closed reduction of a fracture or dislocation of the jaw; and
5. Treatment necessitated by Accidental Injury to sound natural teeth if services are performed within one (1) year from the date of the Accident.

If Medically Necessary for Dental work or Oral Surgery to be performed at an Outpatient Facility or Hospital, only the Facility and related anesthesia fees are Covered Charges.

Diabetic Supplies. The charges for glucometers and insulin pumps and insulin pump supplies when ordered by a Physician. The charges for insulin, insulin syringes, insulin pump supplies, test strips and lancets on prescription are covered by the Prescription Drug Card or Mail Order Service.

Diabetic Training. The charges for diabetic self-management medical and nutritional training for diagnosed cases of diabetes rendered by a licensed Practitioner when recommended as a course of treatment by a Physician.

Diagnostic Tests. The charges for electrocardiograms, electroencephalograms, pneumoencephalograms, basal metabolism tests, or similar well established diagnostic tests generally approved by Physicians throughout the United States.

Diagnostic X-Rays. The charges for radiation services including diagnostic x-rays and interpretation.

Dialysis. The charges for dialysis. Dialysis charges may be subject to Medicare rules and reimbursement rates.

Dietitian. The charges for services of a licensed Dietitian when recommended by a licensed MD or DO except for services which are otherwise excluded by the Plan.

Drugs. The charges for Drugs requiring the written prescription of a licensed Physician; such Drugs must be Medically Necessary for the treatment of an Illness or Injury. See Prescription Drug Plan section. Prescription Drugs are covered by the Prescription Drug Card, Mail Order Service, or Specialty Pharmacy and not payable under Major Medical Expense Benefits.

Durable Medical Equipment. The charges for rental or purchase of a wheelchair, Hospital bed and other Durable Medical Equipment prescribed by a Physician and required for therapeutic use, whichever is most cost effective. Benefits will be provided for the repair, adjustment or replacement of purchased Durable Medical Equipment or components only within a reasonable time period of purchase subject to the life expectancy of the equipment.

Elastic/Surgical Stockings. The charges for elastic/surgical stockings when ordered by a Physician, limited to three (3) pairs per Calendar Year.

Free-standing Emergency Room Facility. The charges for a Free-standing Emergency Room Facility and for services rendered therein.

Group Therapy. The charges for group therapy for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse.

Hearing Exam and Aids/Devices. The charges for an Annual routine hearing examination and charges for hearing aids, as specified in the Schedule of Benefits.

Hearing Screening. The charges for hearing screening as required for Preventive Care for Children.

Heart Valve Replacements. The charges for heart valve replacements on the same basis as any other Illness.

Home Health Care. The charges by a Home Health Care Agency for care for a Homebound patient in accordance with a Home Health Care Plan. Home Health Care Visit means a visit by a member of a home health care team. Each visit that lasts for a period of four (4) hours or less is treated as one (1) home health care visit. If the visit exceeds four (4) hours, each period of four (4) hours is treated as one (1) visit and any part of a four (4) hour period that remains is treated as one (1) home health care visit.

Home Health Care Plan Covered Services and Supplies are limited to:

1. Part-time or intermittent nursing care visits by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), a Licensed Vocational Nurse (LVN), or Public Health Nurse who is under the direct supervision of a Registered Nurse (RN);
2. Part-time or intermittent Home Health Aide services which consist primarily of caring for the patient;
3. Physical, Occupational, Speech and respiratory Therapy services by licensed therapists;
4. Services of a Licensed Clinical Social Worker (LCSW); and
5. Medical supplies, Drugs and medications prescribed by a Physician, and laboratory services provided by or on behalf of a Hospital, but only to the extent that they would have been covered under this Plan if the patient had remained in the Hospital. **NOTE:** Home Infusion Therapy is a separate benefit and charges are not considered under Home Health Care.

Home Infusion Therapy. The charges for Home Infusion Therapy by a licensed Provider to include intravenous infusion or injection of fluids, nutrition or medication furnished in the home setting.

Hospice Care. The charges relating to Hospice care provided that the Covered Person has a life expectancy of six (6) months or less. Covered Hospice expenses are limited to:

1. Room and Board for confinement in a Hospice;
2. Ancillary charges furnished by the Hospice while the Covered Person is confined therein, including rental of Durable Medical Equipment which is used solely for treating an Injury or Illness;
3. Medical supplies, Drugs and medicines prescribed by the attending Physician, but only to the extent such items are necessary for pain control and management of the terminal condition;
4. Physician services and/or nursing care by a Registered Nurse (RN), a Licensed Practical Nurse (LPN) or a Licensed Vocational Nurse (LVN);
5. Home health aide services;
6. Charges for home care furnished by a Hospital or Home Health Care Agency, under the direction of a Hospice, including Custodial Care if it is provided during a regular visit by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), a Licensed Vocational Nurse (LVN) or a home health aide;
7. Medical social services by licensed or trained social workers, psychologists or counselors;
8. Nutrition services provided by a licensed Dietitian; and
9. Bereavement counseling.

Hospital. The charges for:

1. The actual Room and Board expenses incurred for a Semi-Private room or 100% of the most common Private room rate for a Hospital that does not have Semi-Private accommodations;
2. The actual expense incurred for confinement in an Intensive Care Unit, a Cardiac Care Unit or Burn Unit;
3. Miscellaneous Hospital services and supplies during Hospital confinement;
4. Inpatient Charges for nursery Room and Board;
5. Outpatient Hospital services and supplies; and
6. Hospital Emergency Room services and supplies.

Immunizations. The charges for Immunizations and vaccinations to include complications incurred as a result of such Immunizations.

Infertility. The charges for diagnostic testing for the initial diagnosis of infertility. Also covered are the charges for Surgery to treat the underlying cause of infertility.

Infusion Therapy. The charges for infusion therapy.

Maternity Care. The charges for maternity care, on the same basis as any Illness covered under this Plan for Covered Employees and covered Dependents. Plan coverage for a Hospital stay in connection with childbirth for both the mother and the newborn Child will be no less than: forty-eight (48) hours following a normal vaginal delivery, or ninety-six (96) hours following a cesarean section, unless a shorter stay is agreed to by both the mother and her attending Physician.

Medical Services Outside the United States. The charges for medical services incurred outside the United States and its territories provided that:

1. Treatment is a result of a Medical Emergency, and services are Medically Necessary and recognized as usual treatment for that condition;
2. Medical expenses are considered Reasonable and Usual and Customary based on the nearest U.S. geographic location to point of service;
3. Procedures are approved by the AMA;
4. All usual Plan provisions, Maximum Benefits, exclusions and limitations apply;
5. Expenses must be filed in U.S. dollar amounts;
6. Services must be translated into English; and
7. Benefits may not be assigned to a Provider.

Medical Supplies. The charges for dressings, sutures, casts, splints, trusses, crutches, braces (except dental braces), Corrective Shoes and other necessary medical supplies.

Mental Disorders, Chemical Dependency, Drug and Substance Abuse. The charges for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse to include Inpatient, Outpatient Psychiatric Day Treatment Facility, Outpatient Chemical Dependency/Drug Treatment Facility, Outpatient therapy and Office Visit expenses. Benefits for Mental Disorders are subject to the provisions of the Mental Health Parity Act and any related amendments.

Midwife. The charges for the services of a Certified Nurse Midwife (CNM).

Morbid Obesity. The charges for the treatment of Morbid Obesity only when the treatment meets Utilization Review's criteria for Medical Necessity to include surgical treatment, non-surgical treatment and complications from such treatment.

Multiple Surgical Procedures. The charges for multiple Surgical Procedures when two (2) or more procedures are performed during the same operation. The Covered Expenses are as follows:

1. When multiple or bilateral Surgical Procedures that increase the time and amount of patient care are performed, the Covered Expense is the allowable fee for the major procedure plus 50% of the allowable fee for each of the lesser ones or the actual fee charged, whichever is less. This provision will not apply to those procedures which are not subject to the Multiple Procedures Reduction Rules per Medicare; and
2. When an incidental procedure is performed through the same incision, the Covered Expense is the fee for the major Surgical Procedure only. Examples of incidental procedures are: excision of a scar, appendectomy, lysis of adhesions, etc.

Nerve Stimulators. The charges for nerve stimulators and TENS units.

Occupational Therapy. The charges for Occupational Therapy for treatment rendered by a licensed Occupational Therapist under supervision of a Physician at a Facility whose primary purpose is to provide medical care for an Injury or Illness.

Organ and Tissue Transplants. The charges related to or in connection with human Organ and Tissue Transplants and organ Donor expenses will be considered first by the Employer's fully-insured Organ and Tissue Transplant Policy as the Primary payer. Such insurance policy will be referred to as the "Organ Transplant Policy" throughout this Plan Document. If charges related to human organ and tissue transplants and organ Donor expenses incurred by a Covered Person on this Plan are not covered by the Employer's fully-insured Organ Transplant Policy, the charges will be considered by this Plan. See Coordination With Organ Transplant Policy section. Covered Charges will be payable based on the information shown in the Organ Transplant Policy section. All charges are subject to the Eligibility provisions of this Plan at the time care and services are provided.

Orthotic Devices. The charges for Orthotic Devices when Medically Necessary and prescribed by a Physician or licensed Practitioner, medically designed for a given patient and used to support, align, prevent or correct deformities or to improve the function of movable parts of the body.

Oxygen. The charges for oxygen and other gases and their administration.

Phenylketonuria. The charges for formulas necessary for the treatment of phenylketonuria or other heritable Diseases. The benefits will be paid on the same basis that benefits would be paid for Drugs ordered by a Physician. Phenylketonuria means an inherited condition that may cause severe intellectual disability if not treated.

Physical Therapy. The charges for Physical Therapy for the treatment or services rendered by a licensed Physical Therapist under direct supervision of a Physician at a Facility or institution whose primary purpose is to provide medical care for an Illness or Injury.

Physician. The charges for the services of a legally qualified Physician for medical care and/or surgical treatment including Office Visits, home visits, Hospital Inpatient care, Hospital Outpatient visits/exams, clinic care and second/third opinion consultations.

Prosthetics. The charges for Prosthetics including artificial limbs and eyes to replace natural limbs and eyes and other necessary prosthetic devices, but not the replacement thereof, unless the replacement is necessary because of physiological changes.

Psychological Testing. The charges for psychological testing.

Radiation Therapy. The charges for radiation therapy.

Rehabilitation Facility. The charges incurred for rehabilitative and habilitative services and devices and/or confinement in a Rehabilitation Facility.

Residential Treatment Center. The charges for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse in a Residential Treatment Center.

Routine Newborn Care. The charges for Routine Newborn Care for a well newborn Child for Nursery Room and Board and routine Inpatient services required for the healthy newborn following birth. Covered Expenses will also include charges for pediatric services, newborn hearing exams and circumcision. Benefits will be payable from the date of birth until the date the mother is discharged. Covered Charges are subject to a separate Calendar Year Deductible and considered an expense of the Child.

Sales Tax. The applicable sales tax for covered services and supplies.

Second or Third Surgical Opinion. The charges incurred for a second or third surgical opinion when Surgery or other non-surgical treatment has been recommended.

Skilled Nursing Facility/Extended Care Facility. The charges incurred for confinement in a Skilled Nursing Facility/Extended Care Facility; however, such expenses are limited as follows:

1. The attending Physician certifies that confinement is Medically Necessary. Only charges incurred in connection with care related to the Injury or Illness for which the Covered Person was Hospital confined will be eligible; and
2. Semi-Private daily Room and Board limit.

Sleep Disorders. The charges for the treatment of Sleep Disorders and sleep apnea to include sleep studies/diagnostic testing, Surgery, Facility, devices and equipment. However, Surgical Procedures to correct snoring are not covered.

Speech Language Pathologist/Speech Therapy. The charges of a legally qualified Speech Language Pathologist under direct supervision of a Physician for restorative Speech Therapy for speech loss or

speech impairment due to an Illness, Injury or Congenital Anomaly or due to Surgery performed because of an Illness or Injury, other than a functional nervous disorder (i.e., stuttering, repetitive speech).

Sterilization. The charges for all FDA approved women's elective sterilization procedures. Also covered are the charges for elective vasectomies for Covered Employees, covered Dependent spouses and Domestic Partners.

Surgical Lens Implants. The charges for surgical lens implants for cataracts and other Diseases of the eye.

Surgical Procedure. The charges incurred for a Medically Necessary Surgical Procedure.

Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders. The charges for medical treatment of Temporomandibular Joint (TMJ) Syndrome, orthognathic disorders (including Surgical and non-Surgical treatment) and related services to include the initial diagnostic visit, x-rays of the joint, injections into the joint and surgical repair of the temporomandibular joint, to exclude dental and orthodontic services.

Tobacco Use Screening/Cessation Intervention. The charges for tobacco use screening/cessation intervention.

Total Parenteral Nutrition (TPN). The charges for hyperalimentation or total parenteral nutrition (TPN) for persons recovering from or preparing for Surgery.

Urgent Care Facility (Minor Emergency Medical Clinic). The charges for an Urgent Care Facility and for services rendered therein.

Vision Screening. The charges for routine vision screening as required for Preventive Care for Children.

Wellness Procedures. The charges for covered wellness procedures listed as Preventive and Wellness Care Benefits.

MAJOR MEDICAL PLAN EXCLUSIONS AND LIMITATIONS

GENERAL EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to expenses incurred by all Covered Persons:

Abortion. Charges for services or supplies rendered to any Covered Employee or Dependent in connection with an elective abortion, unless the elective abortion is Medically Necessary and the life of the Covered Person would be endangered if the fetus were carried to term, or if Pregnancy was the result of a criminal act such as rape or incest, or if a fetal or chromosomal abnormality existed which was diagnosed prior to the abortion. Benefits for treatment of complications arising from, or as the result of, any elective abortion will be payable on the same basis as an Illness.

Adoption Fees. Charges for adoption fees.

Blood Procurement. Charges incurred for procurement and storage of one's own blood except for procurement and storage of one's own blood if obtained within three (3) months prior to a scheduled Surgery.

Botox. Charges for Botox injections unless Medically Necessary and not Cosmetic.

Chiropractic Maintenance Therapy. Charges for Chiropractic Services for maintenance therapy in accordance with Utilization Review's criteria for maintenance care.

Claim Received After Filing Deadline. Charges for a Claim received after twelve (12) months from the date the service was rendered.

Close Relative. Charges for treatment, services and supplies provided by a Close Relative of the Covered Person, as defined in this Plan.

Consultations Online/Telephone. Charges for telephone or online consultations with a Physician and/or other Providers.

Continuous Passive Motion Equipment. Charges for purchase or rental of Continuous Passive Motion (CPM) equipment, unless used for post surgical rehabilitation.

Cosmetic. Charges incurred in connection with the care or treatment of, or operations which are performed for, Cosmetic purposes of any kind, including treatment or Surgery for complications or correction of Cosmetic Surgery or treatment, *except* for Cosmetic Surgery procedures listed as covered in Major Medical Expense Benefits.

Counseling. Charges for marriage counseling and Family counseling.

Custodial Care. Charges for Custodial Care and maintenance care. Unless specifically mentioned otherwise, the Plan does not provide benefits for services and supplies intended primarily to maintain a level of physical or mental function.

Deductible/Coinsurance. Any portion of the billed charges for services or supplies which the Provider offers to waive, such as the portion which would not be paid by the Plan due to Deductible or Coinsurance provisions.

Dental. Charges incurred for treatment on or to the teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes; however, benefits will be payable for covered Oral Surgery procedures and treatment required because of Accidental Injury to sound natural teeth. This exception shall not in any event be deemed to include charges for treatment for the repair or replacement of a denture or bridgework. Injury to teeth from chewing or biting is not considered an Accidental Injury.

Education. Charges for education or training of any type including those for learning disabilities, except diabetic self-management medical training for diagnosed cases of diabetes and behavior training for treatment of Autism Spectrum Disorder.

Excess. Charges that are not payable under the Plan due to application of any Plan maximum or limit or because the charges are in excess of the Usual and Customary amount, Allowable Claim Limits or are for services not deemed to be Reasonable or Medically Necessary, based upon the Plan Administrator's determination as set forth by and within the terms of this document.

Experimental. Charges for research studies and Experimental medical procedures, treatment, Drugs, devices and related services considered to be Experimental/Investigational in nature as defined in the Plan Definitions except clinical trials listed as covered in Major Medical Expense Benefits. The Claims Administrator retains the right to have such medical expenses reviewed by an independent panel of peer reviewers to determine whether such expenses are considered accepted, standard medical treatment or are Experimental/Investigational.

Experimental Transplants. Charges related to or in connection with Experimental Organ, Tissue and Bone Marrow Transplants including any animal organ transplants.

Fees. Charges for completion of form fees, missed appointment fees or late fees.

Foot Care. Charges for callus or corn paring or excision, toenail trimming, any manipulative procedure for weak or fallen arches, flat or pronated foot, foot strain, Orthopedic Shoes (unless attached to a brace), orthotic insoles or other devices for support of the feet, except for:

1. An open cutting operation for the treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions;
2. Removal of nail roots; or
3. Foot treatment required because of a metabolic or peripheral vascular Disease.

Gender Reassignment. Charges related to or in connection with gender reassignment procedures.

Genetic Testing. Charges for genetic testing except as required under Preventive Services.

Government. Charges for Hospital confinement, medical or surgical services or other treatment furnished or paid for by or on behalf of the United States, or any State, province or other political subdivision unless there is an unconditional requirement to pay such charges whether or not there is insurance.

Hair Loss/Wigs. Charges for treatment of hair loss including wigs, hairpieces and hair transplants.

Home Health Care Plan Exclusions. Charges for:

1. Services and supplies not included in the Home Health Care Plan;
2. Services of a person who is a Close Relative of the Covered Person;
3. Services of any social worker unless designated LCSW;
4. Transportation services;
5. Food or home delivered meals; and
6. Custodial Care and housekeeping.

Hypnotherapy, Behavior Training and Biofeedback. Charges for hypnotherapy, behavior training (except behavior training for treatment of Autism Spectrum Disorder) and biofeedback.

Illegal Acts. Charges for Injury or Illness incurred as a result of illegal acts involving violence or threat of violence to another person, or in which the Covered Person illegally used a firearm, explosive or other weapon likely to cause physical harm or death, whether or not the Covered Person was charged, convicted or received any type of fine, penalty, imprisonment or other sentence or punishment, unless such Injury is the result of a medical condition (either physical or mental) or is the result of the Covered Person being the victim of an act of domestic violence.

Illegal in the United States. Charges for any services or supplies not considered legal in the United States.

Incurred by Other Persons. Charges for expenses actually incurred by other persons.

Infertility. Charges related to or in connection with the treatment of infertility to include fertility studies, sterility studies, procedures to restore or enhance fertility (except Surgical Procedures to treat the underlying cause of infertility), artificial insemination or in-vitro fertilization or other similar procedures.

I.Q. Testing. Charges for I.Q. testing.

Medicare. Charges for benefits that are provided, or which would have been provided had the Participant enrolled in, applied for, or maintained eligibility for such care and service benefits, under Title XVIII of the Federal Social Security Act of 1965 (Medicare), including any amendments thereto, or under any Federal law or regulation, except as provided in the sections entitled "Coordination of Benefits" and "Medicare."

Negligence. Charges for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Provider.

Newborns of Dependent Children. Charges related to or in connection with newborns of Dependent Children, unless the newborn Child meets the definition of an Eligible Dependent.

Not Acceptable. Charges that are not accepted as standard practice by the AMA, ADA, or the FDA.

Not Certified/Authorized. Charges for treatment, services or supplies that are not certified by a Physician or Practitioner who is attending the Covered Person as being required for the treatment of Injury or Disease, and performed by an appropriate Practitioner.

Not Connected with Active Illness. Charges for hospitalization primarily for x-rays, laboratory tests, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent or rest care, or any medical examination or test not connected with an active Illness or Injury, unless otherwise specified for Preventive and Wellness Care Benefits or otherwise specified as covered in this Plan.

Not Legally Obligated to Pay. Charges incurred for which the Covered Person, in the absence of this coverage, is not legally obligated to pay, or for which a charge would not ordinarily be made in the absence of this coverage.

Not Medically Necessary. Charges incurred in connection with services and supplies which are not Medically Necessary for treatment of an active Illness or Injury unless listed as Covered Wellness Procedures in the Preventive and Wellness section of the Schedule of Benefits or otherwise specified as covered in this Plan.

Not Rendered by/Provided under Supervision of Physician. Charges for Physicians' fees for any treatment which is not rendered by or provided under the supervision of a Physician.

Nutritional Supplements. Charges for nutritional supplements and related supplies, whether or not prescribed by a Physician. The Plan will consider charges for nutritional supplements, feeding tubes and related supplies only if a Covered Person is unable to get nutrition by any other means and nutritional supplements for treatment of Autism Spectrum Disorder.

Occupational. Charges arising out of or in the course of any occupation for wage or profit, whether or not the Covered Person is entitled to benefits under any Workers' Compensation or Occupational Disease Law, or any such similar law.

Organ Transplant Policy. Charges for all transplant services covered under the Employer's fully-insured Organ Transplant Policy. See Organ Transplant Policy section.

Personal Convenience. Charges incurred for services or supplies which constitute personal comfort or beautification items, television or telephone use, or charges in connection with Custodial Care.

Portable Uterine Monitors. Charges for portable uterine monitors unless approved by Utilization Review and/or Case Management.

Prior to Coverage. Charges for services that are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

Prior to Effective Date. Charges incurred prior to the effective date of coverage under the Plan, or after coverage is terminated.

Private Duty Nursing. Charges for Private Duty Nursing except as payable under Home Health Care.

Provider Error. Charges for services required as a result of unreasonable Provider error.

Riot/Civil Insurrection. Charges resulting from or sustained as a result of participation in a riot or civil insurrection.

Self-inflicted. Charges incurred in connection with any self-inflicted Injury or Illness unless the Injury or Illness is a result of a medical condition (either physical or mental) or is the result of the Covered Person being the victim of an act of domestic violence.

Sexual Dysfunctions. Charges for treatment of sexual dysfunctions or inadequacies that do not have a physiological or organic basis.

Speech Therapy. Charges for Speech Therapy to correct pre-speech deficiencies or therapy to improve speech skills not fully developed unless related to an Illness or Injury.

Sterilization Reversal. Charges resulting from or in connection with the reversal of a sterilization procedure.

Subrogation, Reimbursement, and/or Third Party Responsibility. Charges for treatment of an Injury or Illness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

Surrogate Fees. Charges for surrogate fees.

Travel Outside the United States. Charges incurred as the result of travel outside the United States or its territories specifically to receive medical treatment.

Vision Correction Surgery. Charges for any Surgical Procedure for the correction of a visual refractive problem including radial keratotomy, lasik or similar Surgical Procedures.

Vision Exam and Eyewear. Charges incurred in connection with routine vision exams or eye refractions, and the purchase or fitting of eyeglasses and contact lenses. This exclusion/limitation shall not apply to routine vision screenings as required for Preventive Care for Children or the initial purchase of eyeglasses or contact lenses following cataract Surgery.

War. Charges incurred as a result of war or any act of war, whether declared or undeclared, or caused during service in the armed forces of any country.

Weight Loss Programs. Charges for weight loss programs even when recommended by a Physician.

NOTE: With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

COORDINATION OF BENEFITS

The Coordination of Benefits provision is intended to prevent the payment of benefits which exceed Covered Expenses. It applies when the Plan Participant is also covered by another plan or plans. When more than one coverage exists, one plan (primary plan) normally pays its benefits in full and the other plans (secondary plans) pay a reduced benefit. This Plan may pay either its benefits in full or at a reduced amount which, when added to the benefits payable by the other plan or plans, will not exceed 100% of Allowable Expenses. Only the amount paid by this Plan will be charged against the Plan Benefit Maximums.

For organ and tissue transplants, see Coordination With Organ Transplant Policy section. The reduced Benefits payable under this Plan for organ and tissue transplants which, when added to the benefits payable by the Organ Transplant Policy, will not exceed benefits payable under this Plan, if this Plan were primary.

The Coordination of Benefits provision applies whether or not a Claim is filed under the other plan or plans. If needed, authorization must be given to this Plan to obtain information as to benefits or services available from the other plan or plans, or to recover overpayments.

All benefits contained in the Plan Document are subject to this provision except Prescription Drug expenses.

EXCESS INSURANCE

If at the time of Injury, Illness, Disease or disability there is available, or potentially available, any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

For purposes of this Coordination of Benefits provision, the term "plan" as used herein will mean any plan providing benefits or services for medical or dental treatment, and such benefits or services are provided by:

1. Group insurance or any other arrangement for coverage for Covered Persons in a group whether on an insured or uninsured basis, including but not limited to:
   a. Hospital indemnity benefits; and
   b. Hospital reimbursement-type plans which permit the Covered Person to elect indemnity at the time of Claims;
2. Hospital or medical service organizations on a group basis, group practice and other group pre-payment plans;
3. Hospital or medical service organizations on an individual basis having a provision similar in effect to this provision;
4. A Licensed Health Maintenance Organization (HMO);
5. Any Coverage for students which is sponsored by, or provided through, a school or other educational institution;
6. Any coverage under a governmental program, and any coverage required or provided by any statute;
7. Group automobile insurance;
8. Individual automobile insurance coverage on an automobile leased or owned by the Employer; or
9. Any individual automobile insurance, including No-Fault Automobile Insurance on an individual basis.

"Plan" will be construed separately with respect to each policy, contract, or other arrangement for benefits or services, and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

"Allowable Expense" is the Usual and Customary charge within Allowable Claim Limits for any Medically Necessary, Reasonable, eligible item of expense, at least a portion of which is covered under this Plan. When some other plan provides benefits in the form of services rather than cash payments, the Reasonable cash value of each service rendered, in the amount that would be payable in accordance with the terms of the Plan, shall be deemed to be the benefit. Benefits payable under any other plan include the benefits that would have been payable had Claim been duly made.

In the case of HMO (Health Maintenance Organization) plans, this Plan will not consider any charges in excess of what an HMO Provider has agreed to accept as payment in full. Further, when an HMO is primary and the Covered Person does not use an HMO Provider, this Plan will not consider as allowable expenses any charges that would have been covered by the HMO had the Covered Person used the services of an HMO Provider.

"Claim Determination Period" is a Calendar Year, a Plan Year or that portion of a Calendar or Plan Year during which the Covered Person, for whom Claim is made, has been covered under this Plan.

COORDINATION PROCEDURES

Notwithstanding the other provisions of this Plan, benefits that would be payable under this Plan will be reduced so that the sum of benefits payable under this Plan and all benefits payable under all other plans will not exceed the total of Allowable Expenses incurred during any Claim Determination Period with respect to Covered Persons eligible for:

1. Benefits, either as an insured person or Employee or as a Dependent, under any other plan which has no provision similar in effect to this provision.

2. Dependents' benefits under this Plan who are also eligible for benefits:

    a. As an insured person or Employee under any other plan; or
    b. As a Dependent Child of an insured person or Employee covered under any other plan.

3. A Covered Person under this Plan who is also eligible for benefits as an insured person or Employee under any other plan and has been covered continuously for a longer period of time under such other plan.

For the purpose of determining the applicability of and for implementing this provision or any provision of similar purpose in any other plan, the Plan Administrator may, without the consent of or notice to any person, release to or obtain from any other insurance company or other organization or person any information with respect to any person which the Plan Administrator deems to be necessary for such purposes. Any Covered Person claiming benefits under this Plan will furnish to the Plan Administrator such information as may be necessary to implement this provision or to determine its applicability.

ORDER OF BENEFIT DETERMINATION

Each plan makes its Claim payment according to where it falls in this order, if Medicare is not involved:

1. If a plan contains no provision for Coordination of Benefits, then it pays primary before all other plans.

2. The plan which covers the Covered Person as an Employee (or named insured) pays primary as though no other plan existed; remaining recognized charges are paid under a secondary plan which covers the Claimant as a dependent.

3. If the Covered Person is a Dependent Child:

    a. Whichever parent has a birthday anniversary which occurs earlier in the Calendar Year shall be considered to have the primary plan;
    b. If birthday anniversaries are the same, then the plan of the parent who has been covered under his/her plan for the longer period of time will be primary; and
    c. If the plan with which this Plan is to be coordinated does not include the requirements shown above, then the plan without such requirements will be primary.

4. If the Covered Person is a Dependent Child and the parents are divorced, then:

    a. The plan of the parent with custody pays first, unless a court order or decree specifies the other parent to have financial responsibility, in which case that parent's plan would pay first; or
    b. The plan of a step-parent with whom the Child lives pays second (if applicable).

5. If the order set out in 1, 2, 3 or 4 above does not apply in a particular case, then the plan which has covered the Covered Person for the longest period of time will pay first.

FACILITY OF PAYMENT

Whenever payments which should have been made under this Plan in accordance with this provision have been made under any other plan or plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organization or person making such other payments any amounts it will determine in order to satisfy the intent of this provision, and amounts so paid will be deemed paid under this Plan and to the extent of such payments, the Plan Administrator will be fully discharged from liability under this Plan.

The benefits that are payable will be charged against any applicable Maximum payment or benefit of this Plan rather than the amount payable in the absence of this provision.

RIGHT OF RECOVERY

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the Maximum Amount of payment necessary at that time to satisfy the intent of this Article, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Covered Person or his or her Dependents. **Please see the Recovery of Payments provision for more details.**

COORDINATION WITH ORGAN TRANSPLANT POLICY

Covered Persons who are eligible for the Employer's fully-insured Organ Transplant Policy will be entitled to benefits under this Plan only after consideration of transplant expenses by the Employer's Organ Transplant Policy. The Organ Transplant Policy is always the Primary payer and pays before any benefits under this Plan are considered unless the insured person is eligible for Medicare or is a Dependent covered by another employer's group plan. This Plan will always be the Secondary payer unless charges are not covered by the Organ Transplant Policy. This Plan may pay either its benefits in full or a reduced amount which, when added to the benefits payable by the Organ Transplant Policy, will not exceed the benefits payable under this Plan if this Plan were Primary. Only the amount paid by this Plan will be charged against the Plan Maximums. This Plan will fully coordinate its benefits, as Secondary payer, against the benefits provided under the above referenced transplant policy.

COORDINATION WITH MEDICARE

Notwithstanding all other provisions of this Plan, Covered Persons who are eligible for Medicare benefits may be entitled to benefits under this Plan which will be coordinated with Medicare in accordance with the Coordination of Benefits provision of this Plan and subject to the rules and regulations as specified by the Tax Equity and Fiscal Responsibility Act of 1982 as they may be amended from time to time. This Plan is

primary to Medicare coverage for all active Employees and Dependents (regardless of age) unless Medicare states otherwise for certain medical conditions. In the event that this Plan is secondary to Medicare, benefits payable under this Plan will be reduced by benefits that would be payable for the same services under Medicare Parts A and B whether or not the Covered Person is enrolled in Medicare Parts A and B.

COORDINATION WITH AUTOMOBILE INSURANCE COVERAGE

The Plan's liability for expenses arising out of an automobile Accident is based on the type of automobile insurance law enacted by the Covered Person's State. Nationally, there are three types of State automobile insurance laws:

1. No-Fault Automobile Insurance laws;
2. Financial responsibility laws; or
3. Other automobile liability insurance laws.

COORDINATION WITH AUTOMOBILE NO-FAULT COVERAGE

Except as required by law, the Plan is secondary to any No-Fault Automobile coverage. It is not intended to reduce the level of coverage that would otherwise be available through a No-Fault Automobile Insurance policy nor does it intend to be primary in order to reduce the premiums or cost of No-Fault Automobile coverage.

If the Covered Person or his/her covered Dependent incur Covered Charges as a result of an automobile Accident (either as driver, passenger or pedestrian), the amount of Covered Charges that the Plan will pay is limited to:

1. Any Deductible under the automobile coverage;
2. Any Copayment under the automobile coverage;
3. Any expense properly excluded by the automobile coverage that is a Covered Charge; and
4. Any expense that the Plan is required to pay by law.

An individual is considered to be covered under an automobile insurance policy if he/she is either:

1. An owner or principal named insured of the policy;
2. A Family member of a person insured under the policy; or
3. A person who would be eligible for medical expense benefits under an automobile insurance policy if this Plan did not exist.

COORDINATION WITH FINANCIAL RESPONSIBILITY LAW

The Plan is secondary to automobile coverage or to any other party who may be liable for the Covered Person's medical expenses resulting from the automobile Accident.

If the Covered Person's State has a "financial responsibility" law which does not allow the Plan to pay benefits as secondary or which does not allow the Plan to advance payments with the intent of subrogating or recovering the payment, the Plan will not pay any benefits related to an automobile Accident for the Covered Person or their Dependents.

COORDINATION WITH OTHER AUTOMOBILE LIABILITY INSURANCE

If the Covered Person's State does not have a No-Fault Automobile Insurance law or a "financial responsibility" law, this Plan is secondary to their automobile insurance coverage or to any other party who may be liable for the Covered Person's medical expenses resulting from the automobile Accident.

COORDINATION WITH UNDERINSURED/UNINSURED MOTORIST COVERAGE

If the Covered Person is involved in an automobile Accident and, as a result of the Accident, the Plan pays benefits, and if the Covered Person receives a settlement from their underinsured or uninsured motorist policy, the Plan is entitled to receive, from the proceeds of the settlement with the underinsured or uninsured motorist coverage, the expenses of the Plan. The Plan is not entitled to receive any recovery that is in excess of its expenses. The Plan agrees to payment of benefits prior to the receipt by the Covered Person of any recovery from their underinsured or uninsured motorist policy. The Covered Person agrees to notify the Plan of the existence of a recovery from an underinsured or uninsured motorist policy and further agrees to remit to the Plan the proceeds of any recovery received from an underinsured or uninsured motorist policy up to the expenditures made by the Plan. Any expenses by the Plan which are in excess of the proceeds received by the underinsured/uninsured motorist policy will be the responsibility of the Plan pursuant to the terms and conditions of the Plan.

SUBROGATION AND REIMBURSEMENT PROVISIONS

PAYMENT CONDITION

1. The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, sickness, Disease or disability is caused in whole or in part by, or results from the acts or omissions of Covered Persons, Plan Beneficiaries and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereafter in this section as "Covered Person(s)") or a third party, where another party may be responsible for expenses arising from an incident and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance and/or guarantor(s) of a third party (collectively "Coverage").

2. A Covered Person(s), his/her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Covered Person(s) and/or his/her attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Covered Person(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Covered Person(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Covered Person shall be a trustee over those Plan assets.

3. In the event a Covered Person(s) settles, recovers, or is reimbursed by any Coverage, the Covered Person(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Covered Person(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Covered Person(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Covered Person(s) fails to reimburse the Plan out of any judgment or settlement received, the Covered Person(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.

4. If there is more than one party responsible for charges paid by the Plan, or that may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, in regards to an unallocated settlement fund meant to compensate multiple injured parties of which the Covered Person(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the Plan may seek reimbursement.

SUBROGATION

1. As a condition to participating in and receiving benefits under this Plan, the Covered Person(s) agrees to assign to the Plan the right to subrogate and pursue any and all Claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Covered Person(s) is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Covered Person(s) fails to so pursue said rights and/or action.

2. If a Covered Person(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any Claim which any Covered Person(s) may have against any Coverage and/or party causing the sickness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Covered Person is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Covered Person is also obligated to hold any and all funds so

received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

3. The Plan may, at its discretion, in its own name or in the name of the Covered Person(s) commence a proceeding or pursue a Claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.

4. If the Covered Person(s) fails to file a Claim or pursue damages against:

   a. The responsible party, its insurer, or any other source on behalf of that party;
   b. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
   c. Any policy of insurance from any insurance company or guarantor of a third party;
   d. Workers' Compensation or other liability insurance company; or
   e. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverages;

   then the Covered Person(s) authorizes the Plan to pursue, sue, compromise and/or settle any such Claims in the Covered Person(s) and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such Claims. The Covered Person(s) assigns all rights to the Plan or its assignee to pursue a Claim and the recovery of all expenses from any and all sources listed above.

RIGHT OF REIMBURSEMENT

1. The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Covered Person(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, made whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Covered Person(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Covered Person's/ Covered Persons' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Covered Person are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Covered Person's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Covered Person is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

2. No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan.

3. The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or Claim on the part of the Covered Person(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery, will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.

4. These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Covered Person(s).

5. This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable sickness, Injury, Disease or disability.

PARTICIPANT IS A TRUSTEE OVER PLAN ASSETS

1. Any Covered Person who receives benefits and is, therefore, subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is, therefore, deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any Injury or Accident. By virtue of this status, the Covered Person understands that he/she is required to:

    a. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds;
    b. Instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts;
    c. In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Plan Participant obtains a settlement, judgment or other source of coverage to include the Plan or its authorized representative as a payee on the settlement draft; and
    d. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

2. To the extent the Covered Person disputes this obligation to the Plan under this section, the Covered Person or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorney's fees, for which he/she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.

3. No Covered Person, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section, will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

RELEASE OF LIABILITY

The Plan's right to reimbursement extends to any incident related care that is received by the Covered Person(s) ("Incurred") prior to the liable party being released from liability. The Covered Person's/Covered Persons' obligation to reimburse the Plan is therefore tethered to the date upon which the claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Covered Person has an obligation to review the "lien" provided by the Plan and reflecting claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be incurred, and for which the Plan will be asked to pay.

EXCESS INSURANCE

If at the time of Injury, sickness, Disease or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section. The Plan's benefits shall be excess to:

1. The responsible party, its insurer, or any other source on behalf of that party;
2. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
3. Any policy of insurance from any insurance company or guarantor of a third party;
4. Workers' Compensation or other liability insurance company; or
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

SEPARATION OF FUNDS

Benefits paid by the Plan, funds recovered by the Covered Person(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Covered Person(s), such that the death of the Covered Person(s), or filing of bankruptcy by the Covered Person(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

WRONGFUL DEATH CLAIMS

In the event that the Covered Person(s) dies as a result of his/her injuries and a wrongful death or survivor Claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply.

OBLIGATIONS

1. It is the Covered Person(s) obligation at all times, both prior to and after payment of medical benefits by the Plan to:

    a. Cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights;
    b. Provide the Plan with pertinent information regarding the sickness, Disease, disability or Injury, including Accident reports, settlement information and any other requested additional information;
    c. Take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights;
    d. Do nothing to prejudice the Plan's rights of subrogation and reimbursement;
    e. Promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received;
    f. To notify the Plan or its authorized representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
    g. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement;
    h. Not settle or release, without the prior consent of the Plan, any Claim to the extent that the Plan Beneficiary may have against any responsible party or Coverage;
    i. Instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on any settlement draft;
    j. In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Covered Person obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft; and
    k. Make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Covered Person over settlement funds is resolved.

2. If the Covered Person(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Covered Person(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Covered Person(s).

3. The Plan's right to reimbursement and/or subrogation is in no way dependent upon the Covered Person(s)' cooperation or adherence to these terms.

OFFSET

If timely repayment is not made, or the Covered Person(s) and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Covered Person's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the

Covered Person(s) in an amount equivalent to any outstanding amounts owed by the Covered Person to the Plan. This provision applies even if the Covered Person has disbursed settlement funds.

MINOR STATUS

1. In the event the Covered Person(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his/her estate insofar as these subrogation and reimbursement provisions are concerned.

2. If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

LANGUAGE INTERPRETATION

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights. The Plan Administrator may amend the Plan at any time without notice.

SEVERABILITY

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

CLAIM REVIEW AND AUDIT PROGRAM

The Plan has arranged with the "Designated Decision Maker" ("DDM") for a program of Claim review and auditing in order to identify charges billed in error, charges for excessive or unreasonable fees and charges for services which are not medically appropriate. Benefits for Claims which are selected for review and auditing will be reduced for any charges that are determined to be in excess of Allowable Claim Limits (as defined below). The determination of Allowable Claim Limits under this Program will supersede any other Plan provisions related to application of a Usual and Customary fee determination.

Medical care Providers will be given a fully detailed explanation of any charges that are found to be in excess of Allowable Claim Limits, and allowed the rights and privileges to file an appeal of the determination in accordance with the same rights and privileges accorded to Plan Participants, in exchange for the Provider's agreement not to bill the Plan Participant for charges which were not covered as a result of the Claim review and audit.

Any Plan Participant who continues to receive billings from the medical care Provider for these charges should contact the DDM or the Plan Administrator right away for assistance.

The Plan Administrator is identified in the General Information and Purpose section of this Summary Plan Description. The DDM may be contacted at:

ELAP Services, LLC
1550 Liberty Ridge, Suite 330
Wayne, PA 19087
Phone: 610-321-1030
Fax: 610-321-1031

The Plan Participant must pay for any normal cost-sharing features of the Plan, such as Deductibles, Coinsurance and Copayments, and any amounts otherwise excluded or limited according to the terms of the Plan.

The success of this program will be achieved through a comprehensive review of detailed records including, for example, itemized charges and descriptions of the services and supplies provided. Without this detailed information, the Plan will be unable to make a determination of the amount of Covered Medical Expenses that may be eligible for reimbursement. Any additional information required for the audit will be requested directly from the Provider of service and the Claimant. In the event that the Plan Administrator does not receive information adequate for the Claim review and audit within the time limits required under the Plan, it will be necessary to deny the Claim. Should such a denial be necessary, the Claimant and/or the Provider of service may appeal the denial in accordance with the provisions which may be found in the section, "Procedures for Claims and Appeals," in this Summary Plan Description.

In the following provisions of the Claim Review and Audit Program, the term "Plan Administrator" shall be deemed to mean the DDM:

"Allowable Claim Limits" means the charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. Examples of the determination that a charge is within the Allowable Claim Limit include, but are not limited to, the following guidelines:

1. **Errors, Unbundled and/or Unsubstantiated Charges.** Allowable Claim Limits will not include the following amounts:

    a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
    b. Charges for treating Injuries sustained or Illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator, can be attributed to medical errors by the Provider;

c. Charges that cannot be identified or understood; and
d. Charges that cannot be verified from audits of medical records.

2. **Guidelines.** The following guidelines will be used when determining Allowable Claim Limits:

a. Facilities. The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.

b. Ambulatory Health Care Centers. The Allowable Claim Limit for ambulatory health care centers, including Ambulatory Surgery Centers, which are independent Facilities shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be to the extent available either the Outpatient or Inpatient Medicare allowed amount for the service, plus an additional 20%.

c. Professional Providers. The Allowable Claim Limits for professional Providers shall be determined using the following:

i. For general medical and primary care Claims, the Medicare allowed amount in the geographic area plus an additional 40%;
ii. For Specialist medical and surgical care Claims, the Medicare allowed amount in the geographic area plus an additional 55%;
iii. For anesthesiologist Claims, the Medicare allowed amount in the geographic area plus an additional 100%; or
iv. For other non-Facility Claims and supplies (such as Durable Medical Equipment, laboratory services and supplies, ambulance, air ambulance, etc.), the Medicare allowed amount in the geographic area plus an additional 25%.

For purposes of determining the proper Allowable Claim Limits for professional Providers in categories (i), (ii), (iii) or (iv) above, the Plan Administrator shall determine the applicable category for each Claim based on the taxonomy code used by the professional Provider for that Claim. The Plan Administrator determines, in its sole discretion, the type of Provider for determining Allowable Claim Limits, as detailed above.

d. Directly Contracted Providers. The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.

e. Insufficient Information to Determine Allowable Claim Limit. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above as may be applicable, the DDM may apply the following guidelines:

i. General Medical and/or Surgical Services. The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, but not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that, in the opinion of the Plan Administrator, results in the determination of a Reasonable expense under the Plan.
ii. Pharmaceuticals. The Allowable Claim Limit for pharmacy charges by a Provider may be determined by applying the Average Wholesale Price (AWP) as defined by REDBOOK at the rate of 112% of AWP.
iii. Medical and Surgical Supplies, Implants, Devices. The Allowable Claim Limit for charges for medical and surgical supplies made by a Provider may be based upon the invoice price (cost)

to the Provider, plus an additional 12%. The documentation used as the resource for this determination will include, but not be limited to, invoices, receipts, cost lists or other documentation as deemed appropriate by the Plan Administrator.

iv. Physician, Medical and Surgical Care, Laboratory, X-ray, and Therapy. The Allowable Claim Limit for these services may be determined based upon the 60th percentile of Fair Health (FH®) Allowed Benchmarks.

Comparable Services or Supplies. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, Allowable Claim Limits will be determined considering the most comparable services or supplies based upon comparative severity and/or geographic area to determine the Allowable Claim Limit. The Plan Administrator reserves the right, in its sole discretion, to determine any Allowable Claim Limit amount for certain conditions, services and supplies using accepted industry-standard documentation, applied without discrimination to any Covered Person.

In the event that a determination of Allowable Claim Limit for a Claim exceeds the actual Charges billed for the services and/or supplies, the actual Charges billed for the Claim shall be the Allowable Claim Limit.

PROCEDURES FOR CLAIMS AND APPEALS

The procedures outlined below must be followed by Claimants to obtain payment of benefits under this Plan.

NOTICE AND PROOF OF CLAIM

Written notice and proof of an incurred Claim should always be filed with the Claims Administrator as soon as possible. **Claims must be filed within twelve (12) months from the date of service to be covered by the Plan.** If an individual's coverage under the Plan ceases, all Claims incurred prior to termination of coverage **must** be filed within twelve (12) months from the date of service, or the Claims will not be covered by the Plan.

Claims **must** be filed sooner in certain circumstances:

- If the Plan is terminated, all Claims incurred prior to the Plan termination **must** be received within ninety (90) days after the termination or the Claims will not be covered.

Any Claims incurred after termination of Plan coverage for any reason are not covered under the Plan.

Customarily, there are four types of Claims: Pre-service (Urgent), Pre-service (Non-urgent), Concurrent Care, and Post-service.

- A “Pre-service Claim” is a Claim for a benefit under the Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. Because the Plan does not require Claimants to obtain approval of a medical service prior to getting treatment on an urgent or non-urgent basis, there are no “Pre-service Claims.” The Claimant simply follows the Plan's procedures with respect to notice that is required after receipt of treatment, and files the Claim as a Post-service Claim.

- A “Concurrent Claim” arises when the Plan has approved an on-going course of treatment to be provided over a period of time or number of treatments, and either: (a) the Plan determines that the course of treatment should be reduced or terminated, or (b) the Claimant requests an extension of the course of treatment beyond that which the Plan has approved. Because the Plan does not require Claimants to obtain approval of medical services prior to getting treatment, there is no need to contact Utilization Review to request an extension of a course of treatment. The Claimant simply follows the Plan's procedures with respect to notice that is required after receipt of treatment, and files the Claim as a Post-service Claim.

- A “Post-service Claim” is a Claim for a benefit under the Plan after the services have been rendered.

A Post-service Claim is considered to be filed when the following information is received by the Claims Administrator with a Form CMS-1500 or Form UB-04 or any successor forms:

1. The date of service;
2. The name, address, telephone number, and tax identification number of the Provider of the services or supplies;
3. The place where the services were rendered;
4. The diagnosis and procedure codes;
5. The amount of charges (including any PPO re-pricing information);
6. The name of the Plan;
7. The name of the Covered Employee; and
8. The name of the patient.

Each Claimant claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses

were incurred, or that the benefit is covered under the Plan. This includes any substantiating documentation, Coordination of Benefits information or other information that may be required by the Plan as proof. If the Plan Administrator in its sole discretion determines that the Claimant has not incurred a Covered Expense, or that the benefit is not covered under the Plan, or if the Claimant fails to furnish such proof as is requested, no benefits shall be payable under the Plan.

CLAIMS DETERMINATION

The Plan Administrator shall notify the Claimant, in accordance with the provisions set forth below, of any Adverse Benefit Determination within the following timeframes:

- If the Claimant has provided all of the information needed to process the Claim in a reasonable period of time, but not later than thirty (30) days after receipt of the Claim. This period may be extended by the Plan for up to fifteen (15) days, provided that the Plan Administrator: (a) determines that such an extension is necessary due to matters beyond the control of the Plan, and (b) notifies the Claimant, prior to the expiration of the initial thirty (30) day processing period, of the circumstances requiring the extension of time, and the date by which the Plan expects to render a decision. If an extension has been requested, then the Plan Administrator shall notify the Claimant of any Adverse Benefit Determination prior to the end of the fifteen (15) day extension period.

- If additional information is requested from the Claimant to process the Claim during the initial processing period, then the Claimant will be notified of a determination of benefits prior to the end of the extension period. If additional information is requested from the Claimant during the extension period, then the Claimant will be notified of the determination by a date agreed to by the Plan Administrator and the Claimant.

- Notice to the Claimant of a rescission of coverage will be provided at least thirty (30) days in advance of the retroactive termination of coverage by the Plan.

A Benefit Determination is required to be made within the period of time beginning when a Claim is deemed to be filed in accordance with the procedures of the Plan.

For purposes of the Plan's provisions for internal Claims and appeals and external review processes, a "Claim" for benefits is defined as a request for a plan benefit made by a Claimant in accordance with a plan's reasonable procedure for filing benefit Claims. A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure or treatment is a covered expense before the treatment is rendered, is not a "Claim" since an actual Claim for benefits is not being filed with the Plan. Likewise, presentation of a prescription to a pharmacy does not constitute a Claim.

An "Adverse Benefit Determination" is defined as a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit, including any such denial, reduction, rescission of coverage, termination, or failure to provide or make a payment for a Claim that is based on:

1. A determination of an individual's eligibility to participate in a plan or health insurance coverage;
2. A determination that a benefit is not a covered benefit;
3. The imposition of a source-of-Injury exclusion, PPO Provider network exclusion, or other limitation on otherwise covered benefits; or
4. A determination that a benefit is Experimental, Investigational, or not Medically Necessary or appropriate.

Although it is not a Claim for benefits, the definition of an adverse benefit determination also includes a rescission of coverage under the Plan. A "rescission of coverage" is defined as a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

NOTICE OF ADVERSE BENEFIT DETERMINATION

If the initial Benefit Determination is an Adverse Benefit Determination, notification will be sent to the Claimant and will include the following information:

1. Information sufficient to identify the Claim involved, including the date of the service, the health care Provider, the Claim amount (if applicable), and, upon request, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning;

2. The reason or reasons for the Adverse Benefit Determination or final internal Adverse Benefit Determination, including the denial code and its corresponding meaning, as well as a description of the Plan's standard, if any, used in denying the Claim. In the case of a final internal Adverse Benefit Determination, this description must also include a discussion of the decision;

3. References to the Plan specific provisions on which the Adverse Benefit Determination is based;

4. A description of any additional material or information necessary for the Claimant to perfect the Claim, and an explanation of why such material or information is necessary;

5. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on final review;

6. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Claim;

7. The identity of any medical or vocational experts consulted in connection with a Claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided upon request);

8. If an internal rule, guideline, protocol, or other similar criterion was relied on in making the Adverse Benefit Determination, either the specific rule, guideline, protocol or other similar criterion, or a statement that such information was relied on in making the Adverse Benefit Determination, and that a copy of the rule, guideline, protocol or other criterion will be provided free of charge on request; and

9. If the Adverse Benefit Determination is based on a medical judgment (such as Medical Necessity or whether the treatment was Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon written request.

PHYSICAL EXAMINATION

The Plan Administrator or Claims Administrator has the right to have the Claimant examined as often as reasonably necessary while a Claim is pending. Benefits are payable under this Plan only if they are Medically Necessary for the Illness or Accidental Injury of the Covered Person. This Plan reserves the right to make a Utilization Review to determine whether services are Medically Necessary for the proper treatment of the Covered Person. All such information will be confidential.

CLAIMS AUDIT

Once a written Claim for benefits is received, the Claims Administrator, acting on the discretionary authority of the Plan Administrator, may elect to have such Claim reviewed or audited for accuracy and reasonableness of charges as part of the adjudication process. This process may include, but may not be limited to, identifying: (a) charges for items/services that may not be covered or may not have been delivered, (b) duplicate charges and (c) charges beyond the reasonable, necessary and Usual and Customary guidelines as determined by the Plan. In addition, please refer to the section entitled "Claim

Review and Audit Program" for information regarding Plan provisions related to the audit and adjudication of certain eligible Claims under that Program.

PAYMENT OF CLAIMS

Plan benefits are payable to the Covered Employee, unless the Claimant gives written direction, at the time of filing proof of such loss, to pay directly the health care Provider rendering such services. Such payment to a health care Provider is subject to the approval of the Plan Administrator. If any such benefit remains unpaid at the death of the Covered Employee, if the Claimant is a minor, or if the Claimant is (in the opinion of the Plan Administrator) legally incapable of giving a valid receipt and discharge for any payment, the Plan Administrator may, at its option, pay such benefits to any one or more of the following relatives of the Claimant: wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters. Such payment will constitute a complete discharge of the Plan's obligation to the extent of such payment, and the Plan Administrator will not be required to follow-up and determine how such paid money was used.

APPEAL PROCESS

The Plan provides for two (2) levels of appeal following an Adverse Benefit Determination. The Claimant has one hundred eighty (180) days following an initial Adverse Benefit Determination to file an appeal of that determination, and sixty (60) days following a second Adverse Benefit Determination to file an appeal of that determination. The appeal process will provide the Claimant with a reasonable opportunity for a full and fair review of the Claim and Adverse Benefit Determination and will include the following:

1. Receipt of written request by the Claims Administrator from the Claimant, or an Authorized Representative of the Claimant, with the proper form for review of Adverse Benefit Determination, which initiates the appeal process.

2. The Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the Claim.

3. The Claimant will have the opportunity to review the Claim file and to present evidence and testimony as part of the internal Claims and appeals process.

4. The Claimant will be provided, free of charge and sufficiently in advance of the date that the notice of final internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.

5. The Claimant will be provided, on request and free of charge: (a) reasonable access to, and copies of all documents, records, and other information relevant to the Claimant's Claim in possession of the Plan Administrator, the Designated Decision Maker (DDM) or the Claims Administrator; (b) information regarding any rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; (c) information regarding any voluntary appeals procedures offered by the Plan; (d) information regarding the Claimant's right to an external review process; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.

6. The review of the Adverse Benefit Determination will take into account all comments, documents, records and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination.

7. No deference will be afforded to the previous Adverse Benefit Determination.

8. The party reviewing the appeal may be neither the party who made the prior Adverse Benefit Determination, nor a subordinate of the party who made the prior Adverse Benefit Determination.

9. In deciding an appeal on which the Adverse Benefit Determination was based in whole or in part on a medical judgment, including whether a particular treatment, Drug, or other item is Experimental, Investigational, or not Medically Necessary or appropriate, the Claims Administrator, the DDM or the Plan Administrator, as appropriate depending on the level of appeal, will consult with a health care professional who has appropriate training and experience in the field of medicine involving the medical judgment. The health care professional consulted for the appeal will not be the health care professional or a subordinate of the health care professional consulted in connection with the Adverse Benefit Determination that is the subject of the appeal.

10. Medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination will be identified, even if the Plan did not rely upon their advice.

11. The first level of appeal will be the responsibility of the Claims Administrator and will be decided within thirty (30) days of the Claims Administrator's receipt of the request. The second level of appeal will be the responsibility of the DDM and will be decided within thirty (30) days of the Plan's receipt of the request.

For questions about appeal rights or for assistance, Claimants can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). Consumer assistance may be available in your State. Contact your State Department of Insurance to find out if consumer assistance for Claim appeals is available. See Appendix I for additional information.

FIRST APPEAL LEVEL

Requirements for First Appeal

The Claimant must file the first appeal, in writing, within one hundred eighty (180) days following receipt of the notice of an Adverse Benefit Determination. The Claimant's appeal must be addressed as follows:

Appeals Department
Group & Pension Administrators, Inc. (GPA)
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251

It shall be the responsibility of the Claimant to submit proof that the Claim is covered and payable under the provisions of the Plan. An appeal must include:

1. The name of the Employee/Claimant;
2. The Employee's/Claimant's Social Security number;
3. The group name or identification number;
4. All facts and theories supporting the Claim for benefits. **Failure to include any theories or facts in the appeal will result in such facts being inadmissible. In other words, the Claimant will lose the right to raise such factual arguments and theories which support this Claim if the Claimant fails to include them in the appeal;**
5. A statement in clear and concise terms of the reason or reasons for the disagreement with the handling of the Claim; and
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

If the Claimant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

Timing of Notification of Benefit Determination on First Appeal

The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the appeal.

The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Notice of Benefit Determination on First Appeal
The Claimant will be notified of the Benefit Determination on appeal. If there is an Adverse Benefit Determination on appeal, the notification will include the following information:

1. The reason or reasons for the Adverse Benefit Determination;

2. References to the Plan provisions on which the Adverse Benefit Determination is based;

3. A description of any additional material or information necessary for the Claimant to perfect the Claim, and an explanation of why such material or information is necessary;

4. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's Claim;

5. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on final review;

6. A description of voluntary appeal procedures offered by the Plan and, upon the Claimant's request, any additional information about the voluntary appeal procedures;

7. If an internal rule, guideline, protocol, or other similar criterion was relied on in making the Adverse Benefit Determination, either the specific rule, guideline, protocol or other similar criterion or a statement that such was relied on in making the Adverse Benefit Determination, and that a copy of the rule, guideline, protocol or other criterion will be provided free of charge on request;

8. If the Adverse Benefit Determination is based on a medical judgment (such as Medical Necessity or whether or not treatment is Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge on request;

9. The identity of any medical or vocational experts consulted in connection with the Claim, even if the Plan did not rely upon their advice; and

10. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance Regulatory Agency.

Furnishing Documents in the Event of an Adverse Determination
In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to Notice of Benefit Determination on First Appeal, as appropriate.

SECOND APPEAL LEVEL

Adverse Decision on First Appeal; Requirements for Second Appeal
Upon receipt of notice of the Plan's Adverse Benefit Determination regarding the first appeal, the Claimant has sixty (60) days to file a second appeal of the denial of benefits. The Claimant again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Claimant has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Claimant's second appeal must be in writing and must include all of the items set forth in the section entitled "Requirements for First Appeal."

Timing of Notification of Benefit Determination on Second Appeal
The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the second appeal.

The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Manner and Content of Notification of Adverse Benefit Determination on Second Appeal
The same information must be included in the Plan's response to a second appeal as a first appeal, except for: (a) a description of any additional information necessary for the Claimant to perfect the Claim and an explanation of why such information is needed; and (b) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Notice of Benefit Determination on First Appeal."

Furnishing Documents in the Event of an Adverse Determination
In the case of an Adverse Benefit Determination on the second appeal, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to the Notice of Benefit Determination on First Appeal, as appropriate.

Decision on Second Appeal to be Final
If, for any reason, the Claimant does not receive a written response to the appeal within the appropriate time period set forth above, the Claimant may assume that the appeal has been denied. The decision will be final, binding and conclusive, and will be afforded the maximum deference permitted by law. **All Claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within three (3) years after the Plan's Claim review procedures have been exhausted. Any action with respect to a Fiduciary's Breach of any responsibility, duty or obligation hereunder must be brought within three (3) years after the date of service.**

Appointment of Authorized Representative
A Claimant is permitted to appoint an Authorized Representative to act on his behalf with respect to a benefit Claim or appeal of an Adverse Benefit Determination. An Assignment of Benefits by a Claimant to a Provider will not constitute appointment of that Provider as an Authorized Representative. To appoint such a representative, the Claimant must complete a form which can be obtained from the Plan Administrator or the Claims Administrator. In the event a Claimant designates an Authorized Representative, all future communications from the Plan will be with the Authorized Representative, rather than the Claimant, unless the Claimant directs the Plan Administrator, in writing, to the contrary.

PROVIDER OF SERVICE APPEAL RIGHTS

A Claimant may appoint the Provider of service as the Authorized Representative with full authority to act on his or her behalf in the appeal of a denied Claim. An Assignment of Benefits by a Claimant to a Provider of service will not constitute appointment of that Provider as an Authorized Representative. However, in an effort to ensure a full and fair review of the denied Claim, and as a courtesy to a Provider of service that is not an Authorized Representative, the Plan will consider an appeal received from the Provider in the same manner as a Claimant's appeal, and will respond to the Provider and the Claimant with the results of the review accordingly. Any such appeal from a Provider of service must be made within the time limits and under the conditions for filing an appeal specified under the section, "Appeal Process," above. **Providers requesting such appeal rights under the Plan must agree to pursue reimbursement for Covered Medical Expenses directly from the Plan, waiving any right to recover such expenses from the Claimant, and comply with the conditions of the section, "Requirements for First Appeal," above.**

For purposes of this section, the Provider's waiver to pursue Covered Medical Expenses does not include the following amounts, which will remain the responsibility of the Claimant:

- Deductibles;

- Copayments;
- Coinsurance;
- Penalties for failure to comply with the terms of the Plan;
- Charges for services and supplies which are not included for coverage under the Plan; and
- Amounts which are in excess of any stated Plan maximums or limits. **Note: This does not apply to amounts found to be in excess of Allowable Claim Limits, as defined in the section, "Claim Review and Audit Program."** The Provider must agree to waive the right to balance bill for these amounts.

Also, for purposes of this section, if a Provider indicates on a Form UB-04 or on a Form CMS-1500 (or similar Claim form) that the Provider has an Assignment of Benefits, then the Plan will require no further evidence that benefits are legally assigned to that Provider.

Contact the Claims Administrator or the Plan Administrator for additional information regarding Provider of service appeals.

EXTERNAL REVIEW OF ADVERSE BENEFIT DETERMINATIONS

When the internal appeals procedures have been exhausted, the Claimant may elect to have an additional and final opportunity for a review of an Adverse Benefit Determination (including a final internal Adverse Benefit Determination) by an independent review organization (IRO). The IRO will be accredited by URAC or a similar nationally recognized accrediting organization for the purpose of conducting an independent and unbiased review.

The request for an external review must be filed by the Claimant within four (4) months following the Claimant's receipt of the notice of Adverse Benefit Determination or final internal Adverse Benefit Determination. However, if the Plan fails to strictly adhere to all the requirements of the internal Claims and appeals process with respect to a Claim, the Claimant will be deemed to have exhausted the internal Claims and appeals process, and the Claimant may initiate an external review and pursue any available remedies under applicable law, such as judicial review.

The Plan's external review process applies to any eligible Adverse Benefit Determination or final internal Adverse Benefit Determination on appeal, except that a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Participant or beneficiary failed to meet the requirements for eligibility under the terms of the Plan is not eligible for the external review process.

There are two (2) types of external reviews; standard and expedited. An external review is a standard external review unless the timing required to perform a standard external review involves circumstances that would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the final internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency services but has not yet been discharged from the Facility. In such cases, the Plan will consider the external review to be an expedited review.

EXPEDITED EXTERNAL REVIEW FOR URGENT OR EMERGENCY CARE

This Plan does not require a Claimant to obtain prior approval for pre-service urgent care Claims or Emergency care services before getting treatment; therefore, neither the internal appeals nor the external review procedures will apply to these Claims. In an Emergency or urgent care situation, the Claimant should follow instructions from his/her health care Provider, and file the Claim as a post-service Claim. If the post-service Claim results in an Adverse Benefit Determination, the Claimant may file an appeal in accordance with the Plan's provisions for "Appeal Process," which are explained above.

Appeals of Claims involving concurrent care will be subject to the Plan's provisions for expedited external review, as explained below.

PROCEDURES FOR INITIATION OF AN EXTERNAL REVIEW

Standard External Review

A request for an external review must include the same information that is required for an internal appeal, listed above in the section, "Appeal Process."

Once the request for a standard external review is filed, the Plan will have five (5) business days to do a preliminary review of the request to determine whether it is eligible and whether all of the information and forms required to process the external review have been provided.

Within one (1) business day following completion of the preliminary review, the Plan will notify the Claimant in writing whether the request is eligible for external review.

- If the request is complete but is not eligible for external review, the notice will contain an explanation of the reason that the request is ineligible.

- If the request is incomplete, the notice will describe the information or materials needed to make the request complete. The Claimant must submit the information or materials needed within forty-eight (48) hours following receipt of the notice, or the expiration of the original four (4) month filing period, whichever is later.

An eligible request which is complete and timely filed will be assigned to an independent review organization (IRO) by the Plan. The Plan will have arrangements to access at least three (3) accredited IROs to which external reviews will be assigned on a random or rotated basis to ensure an independent and unbiased review.

The assigned IRO will notify the Claimant in writing of the request's eligibility and acceptance for external review. This notice will include a statement that the Claimant may submit to the IRO, in writing and within ten (10) business days following receipt of the notice, any additional information that the IRO must consider when conducting the external review.

Within five (5) business days after the date of assignment of the IRO, the Plan must provide to the assigned IRO the documents and any information considered in making the Adverse Benefit Determination or final internal Adverse Benefit Determination. Failure by the Plan to timely provide the documents and information will not delay the conduct of the external review, and the IRO may decide to reverse the Adverse Benefit Determination or final internal Adverse Benefit Determination. In this case, the IRO will notify the Plan and the Claimant within one (1) business day following the decision to reverse the determination.

The assigned IRO will forward any information which is submitted by the Claimant to the Plan, and the Plan may reconsider its Adverse Benefit Determination or final internal Adverse Benefit Determination; however, reconsideration by the Plan will not delay the external review. If the Plan decides to reverse its Adverse Benefit Determination or final internal Adverse Benefit Determination, it may terminate the external review and notify the IRO and the Claimant within one (1) business day of the decision.

The IRO will provide written notice to the Claimant and the Plan of the final external review decision within forty-five (45) days following receipt of the request for review. The notice will contain:

- A general description of the reason for the request for external review, including information sufficient to identify the Claim (including the date or dates of service, the health care Provider, the Claim amount (if applicable), and, upon request, the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial;

- The date the IRO received the request for external review and the date on which it made the decision;

- References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;

- A discussion of the principal reason or reasons for its decision, including the rationale for its decision and the evidence-based standards that were relied on in making the decision;
- A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the group health plan or to the Claimant;
- A statement that judicial review may be available to the Claimant; and
- Current contact information, including a phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793. See Appendix I for additional information.

Expedited External Review

A final internal Adverse Benefit Determination concerning an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency services but has not yet been discharged from the Facility will be considered for an expedited external review. These are considered to be pre-service **non-urgent** care Claims and concurrent Claims.

The procedures that apply to standard external reviews will apply to expedited external reviews, except that:

- The preliminary review of the request to determine whether it is eligible and whether all of the information and forms required to process the external review have been provided must be conducted immediately, and the Plan must immediately notify the Claimant regarding the eligibility determination;
- Upon a determination that a request is eligible for external review following the preliminary review, the Plan will immediately assign an IRO pursuant to the requirements set forth for standard external reviews;
- The Plan must provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or final internal Adverse Benefit Determination to the assigned IRO electronically, by phone, facsimile or any other available expeditious method; and
- The IRO must provide notice of the final external review decision as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than seventy-two (72) hours after the IRO received the request for an expedited external review. If the notice is not in writing, the assigned IRO must provide written confirmation of the decision to the Claimant and the Plan within forty-eight (48) hours following the notice.

DECISION FOLLOWING AN EXTERNAL REVIEW

Upon receipt of a notice from the IRO reversing the decision of an Adverse Benefit Determination or final internal Adverse Benefit Determination, the Plan will immediately provide coverage or payment for the Claim. An external review decision is binding on the Plan as well as the Claimant, except to the extent other remedies are available under State or Federal law.

RECOVERY OF PAYMENTS

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or exclusions, or should otherwise not have been paid by the Plan. As such, this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Covered Person or Dependent on whose behalf such payment was made.

A Covered Person, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within thirty (30) days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Covered Person or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any Claims for benefits by the Covered Person and to deny or reduce future benefits payable (including payment of future benefits for other Injuries or Illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other Injuries or Illnesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agree to be bound by the terms of this Plan and agree to submit Claims for reimbursement in strict accordance with their State's health care practice acts, ICD-10 or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on Claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within thirty (30) days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Covered Person, Provider or other person or entity to enforce the provisions of this section, then that Covered Person, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Covered Persons and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Covered Persons) shall assign, or be deemed to have assigned, to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Covered Person(s) are entitled, for or in relation to Facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

1. In error;
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
3. Pursuant to a misstatement made to obtain coverage under this Plan within two (2) years after the date such coverage commences;
4. With respect to an ineligible person;
5. In anticipation of obtaining a recovery if a Covered Person fails to comply with the Plan's Subrogation and Reimbursement Provisions; or
6. Pursuant to a Claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational Injury or Disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any Claim for benefits under this Plan by a Covered Person or by any of his covered Dependents if such payment is made with respect to the Covered Person or any person covered or asserting coverage as a Dependent of the Covered Person.

If the Plan seeks to recoup funds from a Provider due to a Claim being made in error, a Claim being fraudulent on the part of the Provider, and/or the Claim is the result of the Provider's misstatement, said Provider shall, as part of its Assignment of Benefits from the Plan, abstain from billing the Covered Person for any outstanding amount(s).

GENERAL PROVISIONS

RIGHT OF RECOVERY
In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the Maximum Amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Covered Person or his or her Dependents. See the Recovery of Payments provision for full details.

MISSTATEMENT OF AGE
If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverages or amounts of benefits, or both, for which the person is covered shall be adjusted in accordance with the Covered Person's true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Benefits will be adjusted following the date of the discovery of such misstatement.

WAIVER OR ESTOPPEL
No term, condition or provision of the Plan shall be waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written direction of the Plan Administrator. No such waiver shall be deemed a continuing waiver unless specifically stated. Each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

WORKERS' COMPENSATION NOT AFFECTED
This Plan is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance or, where permitted and applicable, any other alternative form of Workers' Compensation benefits.

CONFORMITY WITH LAW
This Plan shall be deemed to automatically be amended to conform as required by any applicable law, regulation or the order or judgment of a court of competent jurisdiction governing provisions of this Plan, including, but not limited to, stated maximums, exclusions or limitations. In the event that any law, regulation or the order or judgment of a court of competent jurisdiction causes the Plan Administrator to pay Claims which are otherwise limited or excluded under this Plan, such payments will be considered as being in accordance with the terms of this Plan Document.

CONFORMITY WITH STATUTE(S)
Any provision of the Plan which is in conflict with statutes that are applicable to this Plan is hereby amended to conform to the minimum requirements of said statute(s).

NOTICES
All payments or notices of any kind to Employees, Participants, beneficiaries, or Plan officials may be mailed to the address for that person last appearing on the records of the Plan Administrator. When such a notice is mailed by first class mail, it is deemed to have been: (a) duly delivered on the date post-marked; and (b) duly received three (3) calendar days after being deposited, postage prepaid, in the United States Mail. When such a notice is delivered in person, it is deemed to have been received the same day as delivery. Each person must keep the Plan Administrator notified of his current address. If there is doubt about the accuracy of an address, the Plan may give notice, by registered mail, to any such person's last address,

that payments and other mail are being withheld pending receipt of a proper mailing address from that person.

STATEMENTS
All statements made by the Employer or by a Covered Person will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Covered Person.

Any Covered Person, who knowingly and with intent to defraud the Plan, files a statement of Claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Covered Person may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

FRAUD
The following actions by a Covered Person or a Covered Person's knowledge of such actions being taken by another, constitute fraud and will result in immediate, indefinite and permanent termination of all coverage under this Plan for the entire Family unit of which the Covered Person is a member:

1. Attempting to submit a Claim for benefits (which includes attempting to fill a prescription) for a person who is not a Covered Person in the Plan;
2. Attempting to file a Claim for a Covered Person for services that were not rendered or Drugs or other items that were not provided;
3. Providing false or misleading information in connection with enrollment in the Plan; or
4. Providing any false or misleading information to the Plan.

MISCELLANEOUS
Section titles are for convenience of reference only and are not to be considered in interpreting this Plan.

No failure to enforce any provision of this Plan shall affect the right thereafter to enforce such provision, nor shall such failure affect its right to enforce any other provision of this Plan.

ALLOCATION AND APPORTIONMENT OF BENEFITS
The Plan reserves the right to allocate the Deductible amount to any Covered Charges and to apportion the benefits to the Covered Person and any assignees. Such allocation and apportionment shall be conclusive and shall be binding upon the Covered Person and all assignees.

FACILITY OF PAYMENT
If a Claimant is a minor or is physically or mentally incapable of giving a valid release for payment, the Claims Administrator, at its option, may make payment to a party who has assumed responsibility for the care of such person. Such payments will be made until Claim is made by a guardian. If a Claimant dies while benefits remain unpaid, benefits will be paid at the Claim Administrator's option to:

1. The person or institution on whose charges Claim is based; or
2. A surviving relative (wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters).

Such payment will release the Plan Administrator and Claims Administrator of all further liability to the extent of payment.

ELIGIBILITY FOR COVERAGE

Coverage provided under this Plan for Employees and their Dependents shall be in accordance with the Eligibility, Effective Date, and Termination provisions as stated in this Plan Document as follows.

NOTE: A Covered Person previously terminated under this Plan due to fraud, or the actions being taker by another which constituted fraud, as addressed within the Fraud section of this Plan, will be immediately, indefinitely and permanently terminated from all coverage under this Plan and ineligible for future enrollment in this Plan.

EMPLOYEE ELIGIBILITY

An Employee will be considered eligible for coverage on the first day of the month following the Date of Hire provided he/she:

1. Is a Non-variable Hour Employee regularly scheduled to work for the Employer on a Full-time or Part-time Employment basis for at least thirty (30) hours per week; or
2. Is a Variable Hour Employee who averages at least thirty (30) hours per week or 1,560 hours per year for a complete Measurement Period and is currently in a Stability Period, as determined by the Plan Sponsor. An Employee will remain eligible throughout the Stability Period regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an employee in accordance with the Affordable Care Act (as amended).

MEASUREMENT PERIOD INFORMATION FOR VARIABLE HOUR AND ONGOING EMPLOYEES

Initial Administrative Period:	zero (0) days
Ongoing Administrative Period:	zero (0) days
Initial Measurement Period:	three (3) months
Initial Measurement Period starts on:	The first day of the month following the Date of Hire
Standard Measurement Period for Ongoing Employees:	twelve (12) months
Standard Measurement Period starts each year on:	January 1
Stability Period:	twelve (12) months

See the “Definitions” section for the definitions of “Administrative Period,” “Measurement Period” and “Stability Period.”

DEPENDENT ELIGIBILITY

A Dependent, **as defined in the Plan Definitions**, will be considered eligible for coverage on the date the Employee becomes eligible for Dependent coverage or the date the Dependent is acquired, subject to all limitations and requirements of this Plan, and in accordance with the following:

1. A newborn or adopted Child of a Covered Employee will be considered eligible and will be covered from the moment of birth or from the date of adoption or Placement for Adoption for **thirty (30) days** for Injury or Illness, including the Medically Necessary care and treatment of medically diagnosed congenital defects, birth abnormalities and prematurity, Routine Newborn Care and Well Baby Care. Written notification must be received by the Plan Administrator within thirty (30) days after the

Child's date of birth, date of adoption or Placement for Adoption for continued coverage. A newborn Child of a Dependent Child is not eligible for this Plan unless the newborn Child meets the definition of an Eligible Dependent.

2. A new spouse of a Covered Employee and any Dependent Children of a new spouse who meet the Plan's definition of Dependent will be considered eligible and will be covered on the date of the Covered Employee's marriage, provided the spouse and/or his/her Children are enrolled as Dependents of the Covered Employee within thirty (30) days after the date of marriage.

3. A Domestic Partner of a Covered Employee who meets the Plan's definition of a Dependent will be considered eligible for this Plan on the date the "Statement of Domestic Partnership" is executed.

4. A Child of a Covered Employee who meets the Plan's definition of a Dependent will be considered eligible if the Child is under twenty-six (26) years of age.

5. If a Dependent of a Covered Employee is to be enrolled in the Plan, other than at the time of his/her eligibility or birth, adoption, court order or marriage to the Covered Employee, that Dependent would be considered a Late Enrollee unless he/she qualifies for a Special Enrollment.

6. A spouse and/or Child of a Covered Employee who previously was not eligible for the Plan will be considered eligible on the date he/she meets the Plan's definition of Dependent.

The Eligibility provisions are subject to the requirements of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993), effective August 10, 1993, as the same may be later amended.

If an Employee or Dependent has a change in eligibility while covered under this Plan (i.e., from Employee to Dependent, from Dependent to Employee) and no interruption in coverage has occurred, the Plan will consider that coverage has been continuous.

A person cannot be covered as a Dependent of more than one (1) Employee under this Plan. In addition, an Employee cannot be covered as both an Employee and a Dependent under this Plan.

NOTE: A Dependent who was enrolled on the most recent restated date of this Plan, January 1, 2020, and who was previously covered by the Plan, will also be considered eligible to continue coverage under this Plan. However, a Dependent Child will only be considered eligible until the qualifying age of twenty-six (26) unless otherwise specified in the definition of Dependent.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS / PLACEMENT FOR ADOPTION

The Plan will comply with the rules relating to adopted Children, Children placed for adoption, Qualified Medical Child Support Orders ("QMCSO"), and National Medical Support Notices (“NMSN”). The Plan will use the following rules related to Children placed for adoption, QMCSOs and NMSNs.

This Plan will provide benefits in accordance with the applicable requirements of any QMCSO or NMSN. A QMCSO is a Medical Child Support Order of a court or of certain administrative agencies that creates, recognizes or assigns to a Child of a Plan Participant the right to receive health benefit coverage under the Plan. A NMSN is an order issued by a State agency requiring the Plan to cover a Child. To be qualified, a Medical Child Support Order must comply with State and Federal laws and contain the following:

1. The name and last known mailing address (if any) of both the Plan Participant and the Child covered under the order except that, to the extent provided in the order, the name and mailing address of an official of a State or a political subdivision thereof may be substituted for the mailing address of any such Alternate Recipient.

2. A reasonable description of the type of coverage to be provided by the Plan for each Child (or the manner in which the type of coverage will be determined).

3. The period of coverage to which the order applies.

In addition, a QMCSO or NMSN will generally not be considered qualified if it requires the Plan to provide certain benefits or options which are not otherwise provided by the Plan. The Plan Administrator will notify the Plan Participant of the receipt of a Medical Child Support Order and the procedures for determining whether it is a Qualified Medical Child Support Order or a NMSN. The Plan Administrator will then determine within a reasonable period of time whether the Medical Child Support Order is a QMCSO or NMSN.

Plan Participants may request and receive, free of charge, a copy of Plan procedures relating to QMCSOs and NMSNs.

If an Employee is not enrolled in the Plan, and the Employee would otherwise be eligible for coverage, the Plan must enroll the Eligible Employee and the Child(ren) covered by the QMCSO.

This Plan will also provide benefits to Dependent Children placed for adoption on the same basis as natural Children even prior to the adoption becoming final. A Child will be considered "Placed for Adoption" with a Plan Participant if the Plan Participant has assumed a legal obligation for total or partial support of the Child in anticipation of adoption of the Child. For this reason, if a Child is placed with a Plan Participant for adoption by an adoption agency or other entity, the Plan Participant must provide to the Plan Administrator documentation (e.g., signed court order) that the adoption agency or other entity had legal custody of the Child on the date that the Child was placed with the Plan Participant for adoption. The Plan Administrator will determine within a reasonable period of time whether a Child has been "Placed for Adoption."

The Plan Administrator has final, discretionary authority to determine: (1) whether a Medical Child Support Order qualifies as a QMCSO or NMSN; and (2) whether a Child has been "Placed for Adoption.”

EFFECTIVE DATE OF COVERAGE

EMPLOYEE EFFECTIVE DATE

An Eligible Employee, properly enrolled in the Plan, will be referred to as a "Covered Employee."

Each Employee's coverage under the Plan shall become effective on the first day of the month following the Date of Hire provided the Employee completes the eligibility requirement(s) of the Plan and written or electronic application for coverage is made on or before or within thirty (30) days after the date the Employee eligibility requirement(s) are met.

DEPENDENT EFFECTIVE DATE

Dependent coverage under the Plan shall become effective on the date Dependent eligibility requirements are met, provided the Employee makes written or electronic application for Dependent coverage on or before or within thirty (30) days after the date Dependent eligibility requirements are met subject to the enrollment requirements as follows:

1. In order to become covered under the Plan, Eligible Dependents must be identified on an Enrollment and/or Change form.

2. If the Employee makes a request for Dependent coverage on or before or within thirty (30) days immediately following his/her own effective date, then each Eligible Dependent will become effective on the same date the Employee's coverage is effective.

3. If an Employee makes a request to add a Dependent Child to the Plan in accordance with a Qualified Medical Child Support Order (QMCSO), the effective date of coverage for the Dependent Child will be the date specified in the QMCSO. Child(ren) covered by QMCSOs may be enrolled in this Plan if the Employee would otherwise be eligible for coverage regardless of whether the Employee is currently enrolled. The Plan must enroll the Eligible Employee and the Child(ren) covered by the Notice without any enrollment restrictions (i.e., they will not be considered Late Enrollees).

4. If the Covered Employee makes a request to add a Dependent spouse and/or Child who previously was not eligible for the Plan within thirty (30) days of such Dependent becoming entitled to Special Enrollment rights, the effective date of coverage is the date the individual meets the Plan's definition of Dependent.

LATE ENROLLEE

An Employee or Dependent who enrolls in the Plan more than thirty (30) days after the date of his/her initial eligibility is considered a Late Enrollee unless he/she qualifies for a Special Enrollment.

EMPLOYEE AND DEPENDENT SPECIAL ENROLLMENT PERIODS

The Plan provides Special Enrollment rights and Special Enrollment Periods for Employees and their Dependents who previously declined to enroll in the Plan and who remain eligible for the Plan.

SPECIAL ENROLLMENT PERIOD FOR LOSS OF ELIGIBILITY FOR OTHER COVERAGE

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity because of other health coverage and subsequently lose eligibility for that other coverage (except for cause or nonpayment of premium) have Special Enrollment rights. Special Enrollment in this Plan must be requested within thirty (30) days after the date eligibility for other coverage ends. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

Individuals who previously declined coverage in the Plan because of other coverage may be eligible to enroll in the Plan during the Special Enrollment Period if eligibility for other coverage is lost as a result of one of the following:

1. Legal separation, divorce, death, termination of employment or reduction in the number of hours worked;
2. Loss of Dependent status;
3. The plan no longer offers any benefits to a class of similarly situated individuals;
4. Moving out of an HMO service area with no other coverage option available;
5. Termination of a benefit package option, unless a substitute is offered;
6. Employer contributions were terminated; or
7. COBRA Continuation Coverage was exhausted.

Loss of coverage due to an individual's failure to pay premiums or contributions does not qualify for a Special Enrollment Period. Voluntarily dropping coverage does not trigger Special Enrollment rights because there is no loss of eligibility.

Length of Special Enrollment Period for Loss of Eligibility for Other Coverage
A request for a Special Enrollment due to loss of eligibility for other coverage must be made no later than thirty (30) days after the exhaustion of COBRA coverage or the termination of other non-COBRA coverage as a result of the loss of eligibility or termination of Employer contributions toward that coverage.

Effective Date of Coverage Following Special Enrollment for Loss of Eligibility for Other Coverage
The effective date of coverage for an Eligible Employee and his/her Eligible Dependents who make written or electronic application for coverage during a Special Enrollment Period will be the day following the date of loss of other coverage.

SPECIAL ENROLLMENT PERIOD FOR NEW DEPENDENT

1. An Employee who previously declined enrollment and who remains eligible for coverage under the Plan has Special Enrollment rights when the Eligible Employee acquires a new Dependent through marriage, birth, adoption or Placement for Adoption.

2. A new spouse is entitled to Special Enrollment rights when he/she becomes the spouse of a Covered Employee or when a Child becomes a Dependent of a Covered Employee through birth, adoption or Placement for Adoption.

3. A person is entitled to Special Enrollment rights when the person becomes a Dependent of a Covered Employee through marriage, birth, adoption or Placement for Adoption.

4. An Employee who previously declined enrollment and remains eligible for coverage under the Plan has Special Enrollment rights for himself/herself and the Employee's spouse if a Child becomes a Dependent of the Employee through birth, adoption or Placement for Adoption.

Length of Special Enrollment Period for New Dependents
A request for a Special Enrollment due to acquiring new Dependents must be made no later than thirty (30) days after the date of marriage, birth, adoption or Placement for Adoption.

Effective Date of Coverage Following New Dependent Special Enrollment
The effective date of coverage for an Eligible Employee and his/her Eligible Dependents who make written or electronic application for coverage during a New Dependent Special Enrollment Period will be as follows:

1. In the case of marriage: the date of marriage;

2. In the case of a Dependent's birth: the date of birth; or

3. In the case of a Dependent's adoption or Placement for Adoption: the date of such adoption or Placement for Adoption.

NOTE: Proof of Qualifying Event for Special Enrollment will be required.

SPECIAL ENROLLMENT PERIOD UNDER THE CHILDREN'S HEALTH INSURANCE PROGRAM REAUTHORIZATION ACT OF 2009 (CHIPRA)

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity because of the Eligible Employee's and/or Eligible Dependent's coverage under Medicaid or a State Children's Health Insurance Program (CHIP) and subsequently lose eligibility for Medicaid or CHIP coverage have Special Enrollment rights. Special Enrollment in this Plan must be requested within sixty (60) days after the date eligibility for Medicaid or CHIP ends. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity but become eligible for a premium assistance subsidy under Medicaid or CHIP have Special Enrollment rights. Special Enrollment in this Plan must be requested within sixty (60) days after the date eligibility for Medicaid or CHIP premium assistance is determined. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

ANNUAL OPEN ENROLLMENT PERIOD FOR THE EMPLOYEE MEDICAL BENEFIT PLAN

The Annual Open Enrollment Period for the Plan is a period of time designated by the Employer each year for coverage to become effective January 1, provided written or electronic application for coverage is made before the end of the Annual Open Enrollment Period or within thirty (30) days after the Annual Open Enrollment Period. All Eligible Employees and Dependents not currently enrolled in the Plan may do so during the Annual Open Enrollment Period. All Covered Employees are required to re-enroll in the Plan. If application to enroll is made more than thirty (30) days after the Annual Open Enrollment Period ends, the Employee and/or Dependent must wait until the Plan's next Open Enrollment Period to enroll.

The Plan allows a choice of Plan Options: High Deductible Health Plan and Traditional Plan. An Eligible Employee can elect one (1) Plan Option for himself/herself and the same option for his/her Eligible Dependents.

LATE ENROLLEE

A Late Enrollee is an Employee or Dependent who gave up his/her initial opportunity to enroll in the Plan. A Late Enrollee can only enroll once a year during the Annual Open Enrollment Period for the Plan unless he/she qualifies for a Special Enrollment.

EMPLOYEE LATE ENROLLEE

An Employee is considered a Late Enrollee if:

1. He/she makes written or electronic application for coverage under the Plan more than thirty (30) days after the date of his/her initial eligibility;
2. He/she is not eligible for a Special Enrollment; or
3. He/she failed to enroll by the end of a Special Enrollment Period.

Effective Date of Coverage for Employee Late Enrollees
The effective date of coverage for an Employee who is a Late Enrollee will be the effective date of the Annual Open Enrollment for the Plan.

DEPENDENT LATE ENROLLEE

A Dependent is considered a Late Enrollee if:

1. The Covered Employee makes written or electronic application for Dependent coverage after the thirty (30) day period immediately following his/her effective date of coverage and the Dependent was not enrolled by the end of a Special Enrollment Period;

2. The Covered Employee makes a written or electronic request to add a Dependent after the thirty (30) day period immediately following the date of birth, date of marriage, date of adoption or date of Placement for Adoption; or

3. An Eligible Employee (not currently enrolled in the Plan) makes a written or electronic request to add a new Dependent more than thirty (30) days after the Dependent's date of birth, date of marriage, date of adoption or date of Placement for Adoption.

Effective Date of Coverage for Dependent Late Enrollees
The effective date of coverage for each Dependent who is a Late Enrollee will be the effective date of the Annual Open Enrollment for the Plan.

The Eligibility and Effective Date provisions are subject to the requirements of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as they may be amended.

COVERAGE CHANGES

A request for coverage change (addition or deletion of coverage) can be made as follows:

1. A written request for deletion of coverage can be made by signing and completing a Change Form. Deletion of coverage is subject to the Plan's Termination provisions; or
2. A written request for addition of coverage can be made by signing and completing an Enrollment or Change Form. The Effective Date of Coverage is subject to the Plan's Annual Open Enrollment, Eligibility, Effective Date, Special Enrollment Period and Late Enrollee provisions.

PLAN OPTION CHANGES

The Plan allows a choice of Plan Options. Plan Option changes can only be made once a year during the Annual Open Enrollment Period for the Plan unless there is a Special Enrollment. See section entitled Employee and Dependent Special Enrollment Periods.

TERMINATION OF COVERAGE

EMPLOYEE COVERAGE TERMINATION

An Employee's coverage shall automatically terminate at midnight on the earliest of the following dates:

1. The date employment terminates;
2. The date the Employee ceases to be eligible or ceases to be in a class of Employees eligible for coverage;
3. The end of the Stability Period for Employees failing to qualify during the previous Standard Measurement Period;
4. The date the Employee fails to make any required contribution for coverage;
5. The date the Plan is terminated; or with respect to any Employee's benefit of the Plan, the date of termination of such benefit;
6. The date the Employee enters the Uniformed Services of the United States or armed forces of any country or international organization on a full-time active duty basis if active duty is to exceed thirty-one (31) days;
7. The date the Employee requests termination of coverage, unless prohibited by law (i.e., when election changes cannot be made due to Internal Revenue Code Section 125 "change in status" guidelines)." NOTE: The Employer may offer these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and, if so, a voluntary termination must comply with the requirements of the Code and the cafeteria plan;
8. The date the Employee fails to return to Full-time Employment following an approved Leave of Absence. See Coverage During Leave of Absence section;
9. The date the Employee takes an unapproved Leave of Absence from work; or
10. The date the Employee dies.

DEPENDENT COVERAGE TERMINATION

The Dependent coverage of an Employee shall automatically terminate at midnight on the earliest of the following dates:

1. The date the Dependent (other than a Dependent Child age twenty-six (26) or older) ceases to be an Eligible Dependent as defined in the Plan;
2. The date of termination of the Employee's coverage under the Plan;
3. The date the Employee ceases to be in a class of Employees eligible for Dependent coverage;
4. The date the Employee fails to make any required contribution for Dependent coverage;
5. The date the Plan is terminated; or with respect to any Dependent's benefit of the Plan, the date of termination of such benefit;
6. The date the Employee or Dependent enters the Uniformed Services of the United States or armed forces of any country or international organization on a full-time active duty basis if active duty is to exceed thirty-one (31) days;
7. The date the Employee requests termination of Dependent coverage, unless prohibited by law (i.e., when election changes cannot be made due to Internal Revenue Code Section 125 "change in status" guidelines)." NOTE: The Employer may offer these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and, if so, a voluntary termination must comply with the requirements of the Code and the cafeteria plan;
8. The date the Employee fails to return to Full-time Employment following an approved Leave of Absence. See Coverage During Leave of Absence section;
9. The date the Employee takes an unapproved Leave of Absence from work;
10. The last day of the month in which the Dependent Child reaches age twenty-six (26);
11. The date the unmarried adult Dependent Child age twenty-six (26) or older for whom coverage is being continued due to the Child being Physically Handicapped or Intellectually Disabled and incapable of earning his/her own living, upon the earliest to occur of: a. cessation of such inability; b. failure to furnish any required proof of the uninterrupted continuance of such inability or to submit to any required examination; c. the Child no longer being dependent on the Employee for his/her support; or d. the

Child's marriage. However, if such earliest event occurs before the last day of the month in which such Dependent Child reaches age twenty-six (26), then coverage will terminate on the last day of the month in which such Dependent Child reaches age twenty-six (26); or

12. The date the Employee dies.

Coverage may be continued under COBRA, but continuation of coverage is not automatic upon the occurrence of a Qualifying Event. A Covered Employee or a covered Dependent is responsible for notifying the Plan Administrator within sixty (60) days after the date of certain Qualifying Events (including loss of coverage due to divorce, legal separation, or a Dependent Child ceasing to qualify as a Dependent). A change form may be obtained from the Employer. Failure to provide such notice will result in loss of eligibility to elect COBRA coverage. See Continuation of Group Health Coverage (COBRA) section for further information.

A Domestic Partner does not qualify as a spouse under Federal law. Although the Plan will treat a Domestic Partner as a "Qualified Beneficiary," this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

NOTE: The Termination provisions are subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272.

COVERAGE DURING LEAVE OF ABSENCE

If, after depletion of sick leave, vacation time or Paid Time Off (PTO), whichever is appropriate (if any) active work ceases due to an Employer approved non-medical temporary Leave of Absence, lay-off, an Employer approved Medical and Disability Leave, an approved Leave of Absence subject to the Family and Medical Leave Act (FMLA), an approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) or approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave), the Plan Administrator may, while the Plan is in force, continue the Employee's coverage (Employee and Dependent) during the period after cessation of active work due to:

1. Employer approved non-medical temporary personal Leave of Absence, or lay-off but not to exceed a period of one (1) year provided any required Employee contributions are made; or

2. Employer approved Medical and Disability Leave of Absence, but not to exceed a period of one (1) year provided any required Employee contributions are made; or

3. Approved Family and Medical Leave (FMLA), but not to exceed a period of twelve (12) weeks (or twenty-six (26) weeks in the case of a Family service member medical leave) provided any required Employee contributions are made; or

4. Approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA), as amended, for the timeframe approved by the Employer when leave is the only available accommodation; or

5. Approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave) for up to the minimum amount of time required by such State law provided any required Employee contributions are made.

The above Employer approved non-medical Leave of Absence and Employer approved Medical and Disability Leave are not concurrent with, and are not in addition to, the twelve (12) week (or twenty-six (26) weeks in the case of a Family service member medical leave) approved Family and Medical Leave (FMLA), an approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the minimum amount of time required by an approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave).

NOTE: If applicable State law requires a longer Leave of Absence than FMLA or any other approved Leave of Absence, then State law will prevail.

If the Employee has not returned to Employment that meets the eligibility requirements after completion of an approved Leave of Absence, or if the Employee notifies the Employer that he/she will not be returning to Employment that meets the eligibility requirements following the Leave of Absence, coverage terminates and COBRA continuation becomes available on the basis of reduction in hours. See Continuation of Group Health Coverage (COBRA) section. Failure of the Employee to make any required Employee contributions during an approved Leave of Absence will also result in termination of coverage.

Family and Medical Leave is subject to the requirements of the Family and Medical Leave Act (FMLA).

ACTIVE DUTY IN THE ARMED FORCES

If a Covered Employee and/or his/her covered Dependent(s) would lose Plan coverage as a result of the Employee being called for active duty in the armed forces of the United States, such a reduction in hours (or termination of employment) would be a COBRA Qualifying Event. Any coverage mandated under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended by the Veterans Benefits Improvement Act of 2004, will run concurrently with federally mandated COBRA coverage. For additional information, see the sections entitled Continuation of Group Health Coverage (COBRA) and Continuation of Coverage under USERRA.

REHIRES / REINSTATEMENT OF COVERAGE

A terminated Employee who is rehired will be treated as a new hire and will be required to satisfy all Eligibility and enrollment requirements of the Plan only if the Employee was not credited with an Hour of Service with the Employer (or any member of the controlled or affiliated group) for a period of at least thirteen (13) consecutive weeks immediately preceding the date of rehire or, if less, a period of consecutive weeks that exceeds the greater of (a) four (4) weeks, or (b) the number of weeks of the Employee's immediately preceding Period of Employment.

If a terminated Employee is rehired by the Employer within a thirteen (13) week period immediately following the date of such termination, the Employee shall become eligible for reinstatement of coverage on the first day of the month following the date the Employee resumes employment, and the Employee's Dependents shall also become eligible for reinstatement on that date. However, re-enrollment is not automatic and the Employee must enroll or waive enrollment within thirty (30) days of the rehire employment date.

An Employee who is terminated and rehired will be treated as an Ongoing Employee upon rehire only if the Employee's break in service did not exceed thirteen (13) weeks.

For an approved Leave of Absence, an Employee will remain eligible for coverage under the Plan as long as the Employee is otherwise eligible (and enrolled) under the Plan. Note that for an approved Leave of Absence, an Employee will be treated as an Ongoing Employee, even if the Employee's absence was longer than thirteen (13) weeks.

NOTE: An exception applies for a terminated Employee on COBRA who is rehired and returns to work after expiration of the above reinstatement period. Coverage will be continuous from the date he/she resumes employment.

An Employee whose coverage would terminate due to active duty in the Uniformed Services of the United States, and who qualifies for military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA), will be reinstated on the date he/she resumes employment with the Employer provided that such resumption of employment is within the time period specified in USERRA.

The reinstatement procedures following a USERRA military leave are subject to the requirements of USERRA.

FAMILY AND MEDICAL LEAVE (FMLA)

All Employers employing at least fifty (50) workers within a seventy-five (75) mile radius of the work place must provide eligible Employees with up to twelve (12) weeks or twenty-six (26) weeks, in the case of #5 below, of job-protected Leave of Absence during a twelve (12) month period, as determined by the Employer, generally for any of the following situations:

1. The birth or adoption of a Child;

2. The serious Illness of the Employee's spouse, Child, or parent;

3. The Employee's own disabling serious Illness;

4. The qualifying exigency (as defined by the Secretary of Labor) of the Employee's spouse, Child or parent service member who is on active duty or has been notified of an impending call or order to active duty; or

5. The serious Illness or Injury of the Employee's spouse, Child, parent or next of kin service member whose Illness or Injury was incurred in the line of duty that may render the member unfit to perform the duties of the service member's office, grade, rank or rating.

ELIGIBLE EMPLOYEES: Employees who have been employed by the Employer for at least twelve (12) months and who have worked at least 1,250 hours for the Employer during the previous twelve (12) months are eligible for Family and Medical Leave.

BENEFIT REQUIREMENT: The Employer must provide the same group health plan during the leave under the same level of contribution required during active employment.

RETURN TO EMPLOYMENT: Although the leave is unpaid, the Employee must be guaranteed return to the same or equivalent position with equivalent Employee benefits, pay, and other terms of employment. (Note: An Employer may deny job restoration under the leave law to Employees who are in the highest paid 10% of Employees.)

Employee benefits may include:

- group life
- educational benefits
- sick leave
- medical
- annual leave
- disability
- dental
- pensions

If an Employee chooses not to retain Plan coverage during Family and Medical Leave, Plan coverage may be restored upon return to active service as an Eligible Employee. Employees must be treated as though no service interruption had occurred. Any period of coverage provided for disability may run concurrently with Family and Medical Leave.

The above listing of Employee benefits may or may not be applicable to every Employer's plan of benefits. This section is intended as a summary of the Family and Medical Leave Act of 1993 (FMLA), effective August 5, 1993, as amended, not as a complete interpretation of the law.

NOTE: An Eligible Employee must refer to the Employer's policy for complete information.

CONTINUATION OF GROUP HEALTH COVERAGE (COBRA)

CONTINUATION OF COVERAGE
(Applies to Medical, Prescription Drug and Dental Coverage)

When Plan coverage terminates due to a Qualifying Event, a Covered Employee or covered Dependent is a Qualified Beneficiary and eligible to elect continued group health coverage ("COBRA coverage"). COBRA coverage is the same health coverage that applies to Covered Employees and covered Dependents under the Plan. However, the individual electing COBRA coverage must pay the full cost of the coverage plus an administrative fee of 2%.

The length of time COBRA coverage can be continued is based upon the date of and the applicable Qualifying Event as described below:

Qualified Beneficiary	**Qualifying Event**	**Maximum Coverage Period**
Covered Employee and/or Covered Dependent	Loss of coverage due to termination of employment (other than for gross misconduct) or reduction in hours	18 months
Disabled Covered Employee and/or Disabled Covered Dependent and each Qualified Beneficiary who is not disabled*	Loss of coverage due to termination of employment (other than for gross misconduct) or reduction in hours	29 months*
Covered Dependent	Loss of coverage due to divorce, legal separation or death of Employee	36 months
Covered Dependent	Loss of coverage due to Dependent Child losing eligibility as a Dependent Child	36 months
Covered Dependent	Loss of coverage due to Covered Employee's entitlement to Medicare (See Special Medicare Entitlement Rule section.)	36 months

NOTE: "Qualified Beneficiary" is a term defined under IRS 1999 final regulations to mean a Covered Employee, the spouse of a Covered Employee, or the Dependent Child of a Covered Employee. Continuation coverage for Domestic Partners and their Dependents is offered voluntarily by the Employer and is not required by or subject to COBRA. As this is COBRA-equivalent coverage, a Domestic Partner will be treated as a Qualified Beneficiary to the same extent as if the Domestic Partner were the Employee's spouse and will have independent election rights, including in the event of the Covered Employee's death. In addition, the Dependent Children of a covered Domestic Partner will be treated as "Qualified Beneficiaries" for these purposes to the same extent that Dependents of a spouse would be so treated and will have independent election rights, including in the event of the Covered Employee's death. Although the Plan will treat a Domestic Partner as a "Qualified Beneficiary," this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

QUALIFIED BENEFICIARY

A Qualified Beneficiary also includes a Child born to or placed for adoption with a former Covered Employee/Qualified Beneficiary during the period of COBRA coverage. Newborns and adopted Children of former Covered Employees/Qualified Beneficiaries have independent COBRA rights and can remain on the Plan even if the former Covered Employee/Qualified Beneficiary drops coverage.

***SOCIAL SECURITY DISABILITY**

If a Covered Employee or a covered Dependent is determined to be disabled, as defined in the Social Security Act, on the date of the termination of employment or reduction in hours, or at any time during the first sixty (60) days of COBRA Continuation Coverage, the disabled person may be entitled to continue COBRA coverage for up to twenty-nine (29) months from the date of termination of employment or reduction in hours, provided the Social Security Administration determines, during the initial eighteen (18) month coverage period, that the individual is disabled. To qualify for the eleven (11) month extension of the maximum coverage period, the disabled person must provide the Plan Administrator with a copy of the Social Security Administration determination letter within sixty (60) days of receipt of same, and not later than the expiration of the original eighteen (18) month initial coverage period.

The cost of COBRA coverage for an individual entitled to extended coverage due to Social Security Disability for the period after the end of the eighteen (18) month COBRA coverage period will increase to 150% of the full cost for active participants.

SECONDARY QUALIFYING EVENTS

If COBRA coverage is elected by a covered Dependent based on the Covered Employee's loss of coverage due to termination of employment or reduction in hours and a second Qualifying Event (divorce, legal separation, death or a Dependent Child losing eligibility as a Dependent Child) occurs during the eighteen (18) month COBRA coverage period, the covered Dependent's maximum COBRA coverage period will begin on the date of the first Qualifying Event and continue for a thirty-six (36) month period. For example: If a Covered Employee terminates employment on December 31, 2016, the Employee's covered Dependent elects COBRA coverage, and the former Employee dies before July 1, 2018 (that is prior to the end of the original eighteen (18) month COBRA coverage period), the maximum COBRA coverage period for the Dependent who elected COBRA coverage is extended until December 31, 2019.

SPECIAL MEDICARE ENTITLEMENT RULE

Entitlement to Medicare is not considered a traditional secondary Qualifying Event for a covered Dependent; however, Medicare entitlement does provide potentially longer periods of continuation coverage to certain Qualified Beneficiaries based on the sequence of events. If a Covered Employee becomes entitled to Medicare, but the Employee is still a full-time active Employee, this event is not a COBRA Qualifying Event since Medicare entitlement alone does not cause a loss of coverage. If the Covered Employee voluntarily terminates employment after the Medicare entitlement date, the loss of coverage triggers a potential eighteen (18) month COBRA continuation period for all Qualified Beneficiaries. While the Covered Employee is only entitled to eighteen (18) months of COBRA Continuation Coverage, the other Qualified Beneficiaries (spouse and/or Dependent Children) are entitled to eighteen (18) months or thirty-six (36) months, measured from the date of the Employee's Medicare entitlement, whichever is greater.

EMPLOYEE RESPONSIBILITIES

COBRA coverage <u>is not automatic</u> upon the occurrence of a Qualifying Event. COBRA coverage must be elected as described below. In addition, a Covered Employee or a covered Dependent is responsible for notifying the Plan Administrator within sixty (60) days after the date of the Qualifying Event if the Qualifying Event is the loss of coverage due to divorce, legal separation, or a Dependent Child losing eligibility as a Dependent Child. A change form may be obtained from the Employer. Failure to provide such notice will result in loss of eligibility to elect COBRA coverage.

A Qualified Beneficiary must elect COBRA coverage no later than sixty (60) days after the date the eligible individual is sent an election form describing his/her right to elect continuation coverage (COBRA Election Period). If a Qualified Beneficiary elects coverage during the sixty (60) day COBRA Election Period, coverage is continuous from the time coverage would otherwise have been lost. A properly completed

election form must be returned to the Plan Administrator, signed and dated, by the end of the COBRA Election Period.

If premium payment is not sent with the election form, initial premium payment for COBRA coverage must be received no later than forty-five (45) days after the date COBRA coverage was elected. Initial payment must cover the retroactive monthly coverage period beginning with the date of loss of coverage. **Coverage will not become effective until initial premium payment is received.**

Coverage will remain in effect if subsequent premiums are paid no later than thirty (30) days after the due dates of such payments. **Failure to pay premiums within the time periods specified will result in termination of COBRA coverage. Once continuation is terminated, the coverage cannot be reinstated.** If timely payments of the premium are made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid is deemed to satisfy the Plan's requirement for the amount that must be paid for continuation coverage, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time (30 days) for payment of the deficiency to be made. For purposes of this section an amount not significantly less than the amount the Plan requires to be paid shall be defined as not more than the lesser of $50 or 10% of the required payment amount.

TERMINATION OF COBRA CONTINUATION COVERAGE

COBRA coverage, for a Qualified Beneficiary who elects such coverage, will terminate prior to the completion of the eighteen (18) month, twenty-nine (29) month, or thirty-six (36) month period previously described upon one of the following occurrences:

1. The Qualified Beneficiary becomes covered by another group health plan **after** the date of COBRA election;
2. Required contributions are not paid by or on behalf of the Qualified Beneficiary in a timely manner;
3. The Qualified Beneficiary becomes entitled to benefits under Medicare **after** the date of COBRA election;
4. The Qualified Beneficiary makes a request, in writing, to terminate coverage; or
5. The Plan Sponsor ceases to provide any group health plan to any similarly situated Employee.

NEW DEPENDENTS

If during the eighteen (18) months, twenty-nine (29) months or thirty-six (36) months, if applicable, of COBRA coverage, a Qualified Beneficiary acquires new Dependents (such as through marriage), the new Dependent(s) may be added to the coverage according to the provisions of the Plan. However, the new Dependents do not gain the status of a Qualified Beneficiary and will lose coverage if the Qualified Beneficiary who added them to the Plan loses coverage.

An exception to this is a Child who is born to, or a Child who is placed for adoption with, the Covered Employee Qualified Beneficiary. If the newborn or adopted Child is added to the Covered Employee's COBRA Continuation Coverage, then, unlike a new spouse, the newborn or adopted Child will gain the rights of all other Qualified Beneficiaries. The addition of a newborn or adopted Child does not extend the eighteen (18) or twenty-nine (29) month coverage period. Plan procedures for adding new Dependents can be found in the Eligibility and Effective Date sections of this Plan. Premium rates will be adjusted at that time to the applicable rate.

OPEN ENROLLMENTS

Should an Open Enrollment Period occur during the COBRA continuation period, the Plan Administrator will notify the COBRA Participant of that right as well. If an Open Enrollment Period occurs, the Qualified Beneficiary will have the same rights to select the coverage and any of the options or plans that are available for similarly situated non-COBRA Participants.

TIMING OF THE ELECTION NOTICE

If a Qualifying Event is the Covered Employee's loss of coverage due to termination of employment, reduction in hours, death or Medicare entitlement, the Plan Administrator has forty-four (44) days to notify the Qualified Beneficiary of the right to elect COBRA coverage or, if applicable, the Plan Administrator must notify the COBRA Administrator within thirty (30) days of the Qualifying Event, and the COBRA Administrator has fourteen (14) days to notify the Qualified Beneficiary of the right to elect COBRA coverage.

CONTINUATION OF COVERAGE UNDER USERRA

This section summarizes continuation of coverage under this Plan for Employees absent from work due to military service. The Plan intends to provide benefits as a result of military Leave of Absence as mandated by USERRA, as it may be amended from time to time.

As an Employee you have a right to choose this continuation of coverage if you are absent from work due to service in one of the uniformed services of the United States. "Service" means: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and absence from work to determine the Employee's fitness for any of the designated types of duty.

Employees who are dishonorably discharged from the military are not eligible for continuation of coverage under USERRA.

Under the law, the Employee must give the Employer written or verbal advance notice of the military leave, if it is practical to do so, and failure to do so may result in the departing Employee's coverage being cancelled, unless the Employee is excused from giving advance notice of service under USERRA's provisions because it was impossible, unreasonable, or precluded by military necessity. A designated, authorized officer of the branch of the military in which the Employee will be serving may also provide such notice directly to the Employer.

Coverage also may be cancelled if a departing Employee leaves for a period of service that exceeds thirty (30) days and gives advance notice of service, but fails to elect continuation coverage. However, should the Employee pay all unpaid amounts due within sixty (60) days from the date the Employee left for such service, then the Employee will be retroactively reinstated with uninterrupted coverage to the Employee's date of departure.

If the Employee chooses Continuation of Coverage under USERRA, the Employer is required to offer coverage identical to that provided under the Plan prior to the Employee's military leave. If the Employee takes military leave on or after December 10, 2004, and the Employee lost coverage due to that military service, the Employee has the right to elect to extend coverage for the Employee, the Employee's spouse and the Employee's Dependents who are covered by the Plan for up to twenty-four (24) months while the Employee remains on active duty, or during the period that the Employee's reemployment rights are protected. During the first thirty (30) days of leave, the cost of the coverage the Employee elects is the same as the rate that the Employee paid as an Employee. After that time, the rate is the same rate that the Plan charges for COBRA Continuation Coverage. If the Employee or another member of the Employee's Family covered by the Plan becomes disabled during the first sixty (60) days of such coverage, and the Employee provides to the Plan a copy of the Social Security Administration determination of disability before the end of the twenty-four (24) months of coverage, the coverage by the Plan for the Employee, as well as the Employee's spouse and other Family members, can be extended to twenty-nine (29) months. The Employee will have to pay a higher rate for this additional five (5) months of coverage. In addition, if there is an event that would allow the Employee's spouse or Dependent to receive thirty-six (36) months of COBRA coverage, as described above under the COBRA Continuation Coverage provisions, then the Employee's spouse or Dependent will be entitled to elect such coverage if they notify the Plan within sixty (60) days after the event occurs.

If the Employee does not make timely premium payments, then the Plan will provide the Employee with thirty (30) days written notice to pay the premiums. If the Employee fails to pay the requested premium(s) within the thirty (30) days, the Plan has the right to cancel the Employee's continuation of coverage.

If an Employee's or a Dependent of an Employee's health plan coverage was terminated by reason of service in the uniformed services, that coverage must be reinstated upon reemployment, unless the Plan imposes an exclusion or Waiting Period as to illnesses or injuries determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of service.

If you feel you might have continuation rights under USERRA, please contact Human Resources as soon as possible.

DEFINITIONS

Terminology listed below, along with the definition or explanation of the manner in which the term is used, will be recognized for the purpose of this Plan, only if used in this Plan. Terms defined, but not used in this Plan, are to be considered general in nature and are in no way to be used to define or limit benefits or provisions of the Plan. Words or phrases used in this Plan that are capitalized or set forth in bold type but not defined in the Plan are contained in that form as section headings or for ease of review and are intended to have the general meanings associated with such words or phrases based on the context in which they are used.

Masculine pronouns used in this Plan Document shall include masculine or feminine gender unless the context indicates otherwise.

Wherever any words are used herein in the singular or plural, they shall be construed as though they were in the plural or singular, as the case may be, in all cases where they would so apply.

Accident: A sudden and unforeseen event, or a deliberate act resulting in unforeseen consequences.

Accidental Injury: See definition of "Injury".

Actively at Work: As applied to an Employee: the Employee will be considered “Actively at Work” on any day the Employee performs in the customary manner all of the regular duties of employment; an Employee will be deemed “Actively at Work” on each day of a regular paid vacation or on a regular non-working day on which the Covered Employee is not totally disabled, provided the Covered Employee was “Actively at Work” on the last preceding regular work day. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor, subject to the Plan’s Leave of Absence provisions.

ADA: The American Dental Association.

Administrative Period: A period of time selected by the Employer beginning immediately following the end of the Measurement Period and ending immediately before the start of the associated Stability Period. This period of time is used by the Employer to determine if Variable Hour Employees and/or Ongoing Employees are eligible for coverage and, if so, to make an offer of coverage.

Adverse Benefit Determination: Any denial, reduction or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit, including any such denial, reduction, rescission of coverage, termination or failure to provide or make payment that is based on certain benefit coverage and eligibility determinations.

Adverse Benefit Determination on Appeal: The upholding or affirmation of an appealed Adverse Benefit Determination.

Allowable Claim Limits: The charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. See Claim Review and Audit Program section.

Allowable Expense: The Usual and Customary charge within Allowable Claim Limits for any Medically Necessary, Reasonable eligible item of expense, at least a portion of which is covered under this Plan. When some other plan provides benefits in the form of services rather than cash payments, the Reasonable cash value of each service rendered, in the amount that would be payable in accordance with the terms of the Plan, shall be deemed to be the benefit. Benefits payable under any other plan include the benefits that would have been payable had Claim been duly made.

Alternate Recipient: Any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant’s Eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an Eligible Dependent, but for

purposes of the reporting and disclosure requirements an Alternate Recipient shall have the same status as a Participant.

Alternative Care Plan: In circumstances where there is a reasonable expectation of savings for standard of care medical treatment, medication, or other services and this alternative care can be substituted for more costly care while remaining the treatment of choice, an Alternative Care Plan will be developed to optimize the savings obtained by the services substituted. Example: Substituting Home Health Private Duty Nursing for care in an Inpatient Skilled Nursing Facility.

AMA: The American Medical Association.

Ambulatory Surgery Center: An institution or Facility, either free-standing or as a part of a Hospital with permanent Facilities, equipped and operated for the primary purpose of performing Surgical Procedures and to which a patient is admitted and from which a patient is discharged within a twenty-four (24) hour period. An office maintained by a Physician for the practice of medicine or dentistry, or for the primary purpose of performing terminations of Pregnancy, shall not be considered as an Ambulatory Surgery Center.

Ancillary Services: Incidental services that assist a medical procedure, but are not essential to the accomplishment of the medical procedure (i.e., laboratory testing).

Annual: Yearly; occurring once each Calendar Year.

Traditional Plan:
Annual Out-of-Pocket Maximum: The Maximum dollar amount a Covered Person will pay for Covered Medical Expenses, including the Calendar Year Deductible Medical Copays, but excluding any Covered Charges already paid at 100% in any one Calendar Year period, unless otherwise specified in the Schedule of Benefits. A separate Prescription Drug Annual Out-of-Pocket Maximum applies to Prescription Drug Copays and Expenses.

High Deductible Health Plan:
Annual Out-of-Pocket Maximum: The Maximum dollar amount a Covered Person will pay for Covered Medical and Prescription Drug Expenses including the Calendar Year Deductible, but excluding any Covered Charges already paid at 100% in any one Calendar Year period, unless otherwise specified in the Schedule of Benefits.

Approved Clinical Trial: A phase I, II, III or IV trial that is federally funded by specified Agencies (National Institutes of Health, CDCP, Agency for Health Care Research, CMS, Dept. of Defense or Veterans Affairs, or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new Drug application reviewed by the FDA (if such application is required).

Assignment of Benefits: An arrangement whereby the Plan Participant assigns his/her right to seek and receive payment of eligible Plan benefits, in strict accordance with the terms of this Plan Document, to a Provider. If a Provider accepts said arrangement, Provider's rights to receive Plan benefits are equal to those of a Plan Participant, and are limited by the terms of this Plan Document. A Provider that accepts this arrangement indicates acceptance of an "Assignment of Benefits" as consideration in full for services, supplies, and/or treatment rendered.

Authorized Representative: Person authorized to act on behalf of a Claimant for a benefit Claim or appeal of an Adverse Benefit Determination.

Autism Spectrum Disorder: A disorder that includes autism, Asperger's Syndrome or pervasive development disorder.

Benefit Determination: A determination by the Plan Administrator or Claims Administrator on a Claim for benefits, including an Adverse Benefit Determination.

Benefit Percentage: The portion of Covered Expenses to be paid by the Plan in accordance with the coverage provisions as shown on the Schedule of Benefits. It is the basis used to determine any out-of-pocket expenses including the Calendar Year Deductible, Medical Copays/Expenses and Prescription Drug Copays/Expenses including the Calendar Year Deductible which are to be paid by the Covered Person.

Birthing Center: A Facility, staffed by Physicians, which is licensed as a Birthing Center in the jurisdiction where it is located.

Breach: A Breach is, generally, an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual.

Calendar Year: A period of time commencing on January 1 and ending on December 31 of the same given year.

Chemical Dependency: The abuse of, or psychological or physical dependency on, or addiction to, alcohol or a controlled substance. A "controlled substance" means a toxic inhalant or a substance designated as a controlled substance as declared by Federal and State law where applicable.

Chemical Dependency Treatment Center: A Facility which provides a program for the treatment of Chemical Dependency pursuant to a written treatment plan approved and monitored by a Physician and is also:

1. Accredited as such a Facility by the Council on Accreditation (COA) or Joint Commission on Accreditation of Health Care Organizations or sponsored by the A.M.A. or A.H.A.;
2. Affiliated with a Hospital under contractual agreement with an established system for patient referral;
3. Licensed as a Chemical Dependency treatment program by the applicable State Commission on Alcohol and Drug Abuse; and
4. Licensed, certified or approved as a Chemical Dependency treatment program or center by any other State agency having legal authority to so license, certify or approve.

Child(ren): In addition to the Employee's own blood descendant of the first degree or lawfully adopted Child, a Child placed with a Covered Employee in anticipation of adoption, a Covered Employee's Child who is an Alternate Recipient under a Qualified Medical Child Support Order as required by the Federal Omnibus Budget Reconciliation Act of 1993, any stepchild, or any other Child for whom the Employee has been legally appointed guardian or conservator. See definition of "Dependent" for any other eligibility provisions for a Child.

CHIP: Refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

CHIPRA: Refers to the Children's Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

Chiropractic Services: The detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

Claim: A request for a Plan benefit or benefits made by a Claimant in accordance with the Plan's reasonable procedure for filing benefit Claims.

Claim Determination Period: A Calendar Year, a Plan Year or that portion of a Calendar or Plan Year during which the Covered Person, for whom Claim is made, has been covered under this Plan.

Claimant: Individual for whom a Claim is filed.

Claims Administrator: The third party or parties with whom the Plan Administrator has contracted to process the Claims for the benefits under this Plan.

Clean Claim: A Clean Claim is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a Claim which has no defect or impropriety. A defect or impropriety shall include a lack of required substantiating documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include Claims under investigation for fraud and abuse or Claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customariness, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard Claim forms, along with any attachments and additional elements or revisions to data elements of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to Claim submittal) to ensure charges constitute covered expenses as defined by and in accordance with the terms of this document. The paper Claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A Claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

Close Relative: Includes the spouse, mother, father, sister, brother, Child, or in-laws of the Covered Person.

COBRA: Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

COBRA Continuation Coverage: Coverage under this Plan that satisfies an applicable COBRA continuation provision.

COBRA Election Period: The sixty (60) day period during which a COBRA Qualified Beneficiary, who would lose coverage as a result of a Qualifying Event, may elect Continuation Coverage under COBRA. This sixty (60) day period begins the later of:

1. The date of termination of coverage as a result of a Qualifying Event; or
2. The date of the notice of the right to elect COBRA Continuation Coverage under this Plan.

COBRA Qualified Beneficiary: A former Employee or Dependent covered under this Plan on the day before the Qualifying Event who is eligible for continuing coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments. A COBRA Qualified Beneficiary has independent election rights. A Domestic Partner does not qualify as a spouse under Federal law. If termination of employment occurs, the Plan will treat a Domestic Partner as a "Qualified Beneficiary"; however, this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

Coinsurance: The portion of Covered Expenses that is shared by the Plan and the Covered Person in a specific ratio (i.e., 80%/20%) after the Calendar Year Deductible has been satisfied. The amount of Coinsurance paid by or on behalf of the Covered Person is applied toward the Covered Person's or Family's Annual Out-of-Pocket Maximum.

Complications of Pregnancy: A Disease, disorder or condition which is diagnosed as distinct from normal Pregnancy but adversely affected by or caused by Pregnancy. This includes, but is not limited to:

1. Inter-abdominal Surgery, including cesarean section;
2. Excessive vomiting (hyperemesis gravidarum);
3. Toxemia with convulsions (eclampsia);
4. Extra-uterine Pregnancy (ectopic);
5. Postpartum hemorrhage;
6. Rupture or prolapse of the uterus;
7. Spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible;
8. Similar medical and surgical condition of comparable severity.

Complications of Pregnancy will not include:

1. Elective abortion;
2. False labor;
3. Occasional spotting;
4. Physician prescribed rest;
5. Morning sickness; or
6. Similar conditions associated with the management of a difficult Pregnancy.

Concurrent Review: The Utilization Review department's review of a Hospital stay, periodically evaluating the need for continued hospitalization.

Congenital Anomaly: A Congenital Anomaly may be viewed as a physical, metabolic or anatomic deviation from the normal pattern of development that is apparent at birth or detected during the first year of life.

Copay: The portion of Covered Expenses which is payable by the Covered Person and which is not applicable to the Calendar Year Deductible unless otherwise stated in this Plan Document.

Corrective Shoes: Shoes with a prescription correction which is a permanent and integral part of the shoe.

Cosmetic Procedure/Cosmetic Surgery: A procedure performed solely for the improvement of a Covered Person's appearance rather than for the improvement or restoration of bodily function.

Covered Dental Expenses: The Usual and Customary fees incurred by the Covered Person for dental services which are provided or rendered by a Dentist and not listed as an exclusion in Dental Plan Limitations and Exclusions.

Covered Employee: An Employee meeting the eligibility requirements for coverage as specified in this Plan and who is properly enrolled in the Plan.

Covered Medical Expenses (Covered Expenses): The Reasonable and Usual and Customary charges, Allowable Claim Limit charges and/or contracted PPO charges incurred by or on behalf of a Covered Person for the Hospital or other medical services listed below which are:

1. Ordered by a Physician or licensed Practitioner;
2. Medically Necessary for the treatment of an Illness or Injury;
3. Not of a luxury or personal nature; and
4. Not excluded under the Major Medical Exclusions and Limitations section of this Plan.

Covered Person: An Employee, a Dependent, a COBRA Qualified Beneficiary or a COBRA Qualified Beneficiary's Dependent meeting the eligibility requirements for coverage as specified in this Plan, and who is properly enrolled in the Plan.

Custodial Care: That type of care or service, wherever furnished and by whatever name called, which is designed primarily to assist a Covered Person, whether or not totally disabled, in the activities of daily living. Such activities include, but are not limited to: bathing, dressing, feeding, preparation of special diets, assistance in walking or in getting in and out of bed, and supervision over medication which can normally be self-administered.

Date of Hire: The Employee's first day of Full-time or Part-time Employment with the Employer.

Deductible: A specified dollar amount of Covered Expenses which must be incurred during a Calendar Year before any other Covered Expenses can be considered for payment according to the applicable Benefit Percentage. The Plan Administrator reserves the right to allocate and apportion the Deductible and benefits to any Covered Persons and assignees.

Dependent:

1. The Covered Employee's legal licensed spouse. Such spouse must have met all the requirements of a valid marriage contract in accordance with the laws of the State in which such parties were married. A common-law marriage recognized by the State in which the Covered Employee resides may be considered a legal marriage for this Plan. **NOTE:** Proof of legal status may be required by the Plan Administrator.

2. A Covered Employee's Domestic Partner who has a single, dedicated relationship with the Employee that contains the following elements:

    a. Both the Employee and Domestic Partner are at least eighteen (18) years of age and mentally competent to consent to contract; and
    b. The relationship is intended to last indefinitely.

3. The Covered Employee's Child who meets all of the following conditions:

    a. Is less than **twenty-six (26) years of age**; and

    b. Is either a:

        i. Natural (biological) Child; or
        ii. Child who has been legally adopted or placed for adoption with the Covered Employee; or
        iii. Stepchild; or
        iv. Foster Child; or
        v. Child who has been placed under the legal guardianship or conservatorship of the Covered Employee or the Employee's covered Dependent spouse; or
        vi. Child of a Domestic Partner.

The age requirement above is waived for any unmarried Child who is Physically Handicapped or Intellectually Disabled and incapable of sustaining his/her own living, who has the same legal residence as the Employee for more than one-half of the Calendar Year, and who does not provide more than one-half of his/her own support for the Calendar Year in which the Child is enrolled for coverage under the Plan. Such Child must have been mentally or physically incapable of earning his/her own living prior to attaining the limiting age stated above. Proof of incapacity must be furnished to the Plan Administrator at the time of initial enrollment or within thirty (30) days of the date such Dependent's coverage would have otherwise terminated due to the age requirement. In addition, the Claims Administrator reserves the right to request proof of continued incapacity at any time.

NOTE: Proof of Dependent eligibility may be required.

Detoxification: The process whereby an alcohol-intoxicated person or person experiencing the symptoms of Substance Abuse is assisted, in a Facility licensed by the Department of Health, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol, alcohol dependency factors or alcohol in combination with Drugs as determined by a licensed Physician, while keeping the physiological risk to the patient at a minimum.

Developmental Delay: A significant variation in normal development as measured by appropriate diagnostic instruments and procedures in one or more of the following: cognitive development, physical development, communication development, social or emotional development or adaptive development.

Direct Agreement: A complete agreement between a Directly Contracted Provider and the DDM or the Plan Sponsor which contains the terms and conditions under which the Covered Person may access discounted fees and/or negotiated or scheduled reimbursement rates which the Plan adopts as Allowable Claims Limits for Claims submitted by directly contracted Providers.

Directly Contracted Provider: A medical Provider which has entered into a Direct Agreement with the DDM or the Plan Sponsor to provide certain medical services to Covered Persons at agreed upon Allowable Claim Limits.

Disease: Any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any Workers' Compensation law, occupational Disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as a sickness, Illness or Disease.

Domestic Partners: Applies to two (2) individuals either of the same sex or opposite sex who live together in a long-term relationship of indefinite duration with an exclusive mutual commitment in which the Domestic Partners agree to be jointly responsible for each other's common welfare and share financial obligations.

Donor: One who furnishes blood, tissue, or an organ to be used in another person.

Drug: Insulin and prescription legend Drugs. A prescription legend Drug is a Federal legend Drug (any medicinal substance which bears the legend: "Caution: Federal law prohibits dispensing without a Prescription") or a State restricted Drug (any medicinal substance which may be dispensed only by Prescription, according to State law) and which, in either case, is legally obtained from a licensed Drug dispenser only upon a prescription of a currently licensed Physician.

Durable Medical Equipment: Equipment which is:

1. Able to withstand repeated use;
2. Primarily and customarily used to serve a medical purpose; and
3. Not generally useful to a person in the absence of Illness or Injury.

Elective Surgical Procedure/Elective Surgery: A non-Emergency Surgical Procedure which is scheduled at the Covered Person's convenience without endangering the Covered Person's life or without causing serious impairment to the Covered Person's bodily functions.

Electronic Protected Health Information (ePHI): "Electronic Protected Health Information (ePHI)" has the meaning set forth in 45 C.F.R. Section 160.103, as amended from time to time, and generally means Protected Health Information that is transmitted or maintained in any electronic media.

Eligible Dependent: An Employee's Dependent who meets the Plan's eligibility requirements to enroll for coverage while the Employee is covered under the Plan.

Eligible Employee: An Employee and who is employed by the Employer on a full-time or part-time basis for an average of at least thirty (30) hours per week.

Emergency/Medical Emergency: A situation where necessary treatment is required as the result of a sudden and severe medical event or acute condition. An Emergency includes poisoning, shock, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist. Some examples of an Emergency are: apparent heart attack, severe bleeding, sudden loss of consciousness, severe or multiple Injuries, convulsions, respiratory distress including asthma attacks, apparent poisoning or severe pain from the sudden onset of an Illness. Some examples of conditions that are not generally considered an Emergency are: colds, influenza, ear infections, nausea or headaches.

Emergency Services: With respect to an Emergency medical condition:

1. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the Emergency department of a Hospital, including Ancillary

Services routinely available to the Emergency department to evaluate such Emergency medical condition or within the capability of a Free-standing Emergency Room Facility; and
2. Such further medical examination and treatment, to the extent they are within the capabilities of the staff and Facilities available at the Hospital or within the capabilities of the staff at a Free-standing Emergency Room Facility, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to stabilize the patient.

Employee: A person who is determined by the Employer to either be employed for Full-time or Part-time Employment or employed as a Variable Hour Employee who has completed the most recent Measurement Period and entered a Stability Period.

Employer: The Employer and any affiliates adopting the Plan with the consent of the Employer by approval of the affiliate entity's governing body.

Enrollment Date: The Enrollment Date in the Plan for an Eligible Employee who enrolls in the Plan during his/her initial eligibility period is the Employee's Date of Hire. The Enrollment Date for a Special Enrollee or a Late Enrollee is the first day of coverage in the Plan.

Essential Health Benefits: "Essential Health Benefits" shall mean, under section 1302(b) of the Patient Protection and Affordable Care Act (PPACA), those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and Substance Abuse disorder services, including behavioral health treatment; Prescription Drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic Disease management; and pediatric services, including oral and vision care.

Experimental/Investigational: Services or treatments that are not widely used or accepted by most Practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments, and that are not the subject of, or in some manner related to, the conduct of an Approved Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered; or
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA's Council on Medical Specialty Societies.

Non-approved Phase I and II clinical trials shall be considered Experimental. Non-approved clinical trials include anything that is not listed in the Approved Clinical Trial definition.

A Drug, device, or medical treatment or procedure is Experimental:

1. If the Drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the Drug or device is furnished;
2. If reliable evidence shows that the Drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials (unless identified as a covered service elsewhere) or under study to determine its:

    a. maximum tolerated dose;
    b. toxicity;
    c. safety;
    d. efficacy; and
    e. efficacy as compared with the standard means of treatment or diagnosis; or

3. Reliable evidence shows that the opinion among experts regarding the treatment, procedure, device, Drug, or medicine is that the preponderance of current evidence does not support its efficacy, safety, or its efficacy as compared with the standard means of treatment or with regard to medication, has not determined its maximum tolerated dose.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative medical and scientific literature;
2. The written protocol or protocols used by the treating Facility or the protocol(s) of another Facility studying substantially the same Drug, device, or medical treatment or procedure; or
3. The written informed consent used by the treating Facility or by another Facility studying substantially the same Drug, device, or medical treatment or procedure.

Subject to a medical opinion, if no other FDA approved treatment is feasible and as a result the Participant faces a life or death medical condition, the Plan Administrator retains discretionary authority to cover the services or treatment.

Medical care and treatment, including prescriptions/diagnostics/labs that are not related directly to a clinical trial are considered for coverage under the Plan for those patients participating in a clinical trial.

Facility/Free-standing Facility: A facility means a Hospital or treatment center that provides medical services on an Inpatient and/or Outpatient basis. A Free-standing Facility is an independent Facility which provides medical services on an Outpatient basis, which may or may not be affiliated with a Hospital (i.e., Ambulatory Surgery Center). See separate definition for "Free-standing Emergency Room Facility."

Family: A Covered Employee and his/her Eligible Dependents.

Family and Medical Leave: A Leave of Absence pursuant to the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended.

Fiduciary: The Plan Administrator, but only with respect to the specific responsibilities relating to the administration of the Plan.

Foster Child: A Child for whom an Employee has assumed a legal obligation to support and care, provided:

1. Such Child normally lives with the Employee in a parent-Child relationship; and
2. The Employee has a legal right to claim such Child as a Dependent on his federal income tax return if the Child resides with the Employee for a period of six (6) months or longer.

Free-standing Emergency Room Facility: An independent Facility which provides care for urgent medical conditions and is open twenty-four (24) hours a day, but is not located at a Hospital.

Full-time Employment: A basis whereby an Employee is regularly expected to be employed by the Employer for the minimum number of hours shown in the Employee Eligibility section of this Plan Document. Such work may occur either at the usual place of business of the Employer or at a location to which the business of the Employer requires the Employee to travel, and for which he/she receives regular earnings from the Employer.

Genetic Information: Information about genes, gene products and inherited characteristics that may derive from an individual or a Family member. This includes information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, Family histories and direct analyses of genes or chromosomes.

GINA: The Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies and Employers from discriminating on the basis of Genetic Information.

Habilitation Services: Services designed to assist individuals in acquiring, retaining and improving the self-help, socialization and adaptive skills necessary to reside successfully in home and community based settings.

Hazardous Pursuit, Hobby or Activity: Services, supplies, care and/or treatment of an Injury or Illness that results from engaging in a Hazardous Pursuit, Hobby or Activity. A pursuit, hobby or activity is hazardous if it involves or exposes an individual to risk of a degree or nature not customarily undertaken in the course of the Covered Person's customary occupation or if it involves leisure time activities commonly considered as involving unusual or exceptional risks, characterized by a constant threat of danger or risk of bodily harm, including but not limited to: hang gliding; skydiving; bungee jumping; parasailing; use of all-terrain vehicles; rock climbing; use of explosives; automobile, motorcycle, aircraft, or speed boat racing; and travel to countries with advisory warnings.

Health Insurance Portability and Accountability Act of 1996 (HIPAA): With regard to health care plans, it should be noted that this Act implemented the portability of health insurance and changed health status eligibility provisions for Employee health plans.

Health Maintenance Organization (HMO): An organized system of health care delivery available to individuals residing in a specific geographic area providing comprehensive medical care to enrollees for a predetermined periodic payment.

HIPAA Privacy Standards: The Privacy Standards of the Health Insurance Portability and Accountability Act of 1996, as they may be amended from time to time.

Home Health Care Agency: A public or private agency or organization that specializes in providing medical care and treatment in the patient's home. Such a Provider must meet all of the following conditions:

1. It is primarily engaged in and duly licensed, if such licensing is required, by the appropriate licensing authority to provide skilled nursing services and other therapeutic services;

2. It has policies established by a professional group associated with the agency or organization. This professional group must include at least one (1) Physician and at least one (1) Registered Nurse (RN) to govern the services provided and it must provide for full-time supervision of such services by a Physician or Registered Nurse (RN);

3. It maintains a complete medical record on each individual; and

4. It has a full-time administrator.

Home Health Care Plan: A program for care and treatment of a Homebound Covered Person, established and approved by the Covered Person's attending Physician, which is in lieu of confinement as an Inpatient in a Hospital or other Inpatient Facility in the absence of the services and supplies provided for under the Home Health Care Plan.

Home Infusion Therapy: The administration of fluids, nutrition or medication (including all additives and chemotherapy) by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting. Home Infusion Therapy shall include:

1. Drugs and IV solutions;
2. Pharmacy compounding and dispensing services;
3. All equipment and ancillary supplies necessitated by the defined therapy;
4. Delivery services;
5. Patient and Family education; and
6. Nursing services.

Over-the-counter products which do not require a Physician's or other Provider's prescription, including but not limited to standard nutritional formulations used for enteral nutrition therapy, are not included within this definition.

Home Infusion Therapy Provider: An entity that is duly licensed by the appropriate State agency to provide Home Infusion Therapy.

Homebound: A patient's medical condition is such that it significantly restricts the ability to leave the home, and the patient is unable to drive a motor vehicle by himself/herself.

Hospice: A health care program providing a coordinated set of services rendered at home, in Outpatient settings, or in institutional settings for Covered Persons suffering from a condition that has a terminal diagnosis. A Hospice must have an interdisciplinary group of personnel which includes at least one (1) Physician and one (1) Registered Nurse (RN), and it must maintain central clinical records on all patients. A Hospice must meet the standards of the National Hospice Organization (NHO) and applicable State licensing requirements.

Hospice Benefit Period: A specified amount of time during which the Covered Person undergoes Hospice care. Such time period begins on the date the attending Physician of a Covered Person certifies a diagnosis of terminally ill, and the Covered Person is accepted into a Hospice program. The period shall end the earlier of six (6) months from this date or at the death of the Covered Person. A new benefit period may begin if the attending Physician certifies that the Covered Person is still terminally ill; however, additional proof may be required by the Claims Administrator before such a new benefit period can begin.

Hospital: An accredited institution which is approved as a Hospital by the Joint Commission on the Accreditation of Health Care Organizations or the American Osteopathic Association, and which meets all of the following criteria:

1. It is primarily engaged in providing, for compensation from its patients and on an Inpatient basis, diagnostic and therapeutic Facilities for the surgical and medical diagnosis, treatment, and care of injured and sick persons by or under the supervision of a staff of Physicians;

2. It continuously provides twenty-four (24) hours per day nursing services by registered professional nurses under the supervision of Physicians; and

3. It is not, other than incidentally, a place for rest, the aged, or a nursing home, a hotel or the like.

Hospital Expenses: Charges by a Hospital for room and board (including Private room accommodations) and/or for care in an Intensive Care Unit provided that such care is furnished at the direction of a Physician.

Hospital Miscellaneous Expenses: The actual charges made by a Hospital in its own behalf for services and supplies rendered to the Covered Person which are Medically Necessary for the treatment of such Covered Person. Hospital Miscellaneous Expenses do not include charges for Room and Board or for professional services (including intensive nursing care by whatever name called), regardless of whether the services are rendered under the direction of the Hospital or otherwise.

Hour of Service: Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer; and each hour for which an Employee is paid, or entitled to payment by the Employer for a period of time during which no duties are performed due to vacation, holiday, Illness, incapacity (including disability), layoff, jury duty, military duty or Leave of Absence.

Illness: A bodily disorder, Disease, physical sickness, mental infirmity, or functional nervous disorder of a Covered Person.

Immunization: The protection of individuals or groups from specific Diseases by vaccination or the injection of immune globulins.

Incurred Date: The date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, expenses are incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered.

Individual Treatment Plan: A treatment plan with specific attainable goals and objectives appropriate to both the patient and the treatment modality of the program.

Injury: A condition caused by accidental means which results in damage to the Covered Person's body from an external force.

Inpatient: Refers to a patient admitted as a bed patient to a Hospital, Hospice, Rehabilitation Facility or Skilled Nursing Facility for treatment or observation; charges must be incurred for Room and Board or observation for a period of at least twenty-four (24) hours.

Intensive Care Unit (ICU): A separate, clearly designated service which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit." It has Facilities for special nursing care not available in regular rooms and wards of the Hospital, special life-saving equipment which is immediately available at all times, at least two (2) beds for the accommodation of the critically ill and at least one (1) Registered Nurse (RN) in continuous and constant attendance twenty-four (24) hours a day.

Late Enrollee: An Employee or Dependent who gave up his/her initial opportunity to enroll in the Plan and who enrolls in the Plan more than thirty (30) days after the date of his/her initial eligibility and who is not eligible for a Special Enrollment, or who has failed to enroll by the end of a Special Enrollment Period. Late Enrollees can only enroll once a year during the Annual Open Enrollment Period for the Plan.

Leave of Absence: A Leave of Absence of an Employee that has been approved by his/her Participating Employer, as provided for in the Participating Employer's rules, policies, procedures and practices.

Licensed Practical Nurse/Licensed Vocational Nurse: An individual who has received specialized nursing training and practical nursing experience, and is duly licensed to perform such nursing services by the State or regulatory agency responsible for such licensing in the State in which that individual performs such services.

Material Reduction: Material Reduction in covered services or benefits is any modification to the Plan or change in the information required to be included in the Summary Plan Description (SPD) that, independently or in conjunction with other contemporaneous modifications or changes, would be considered by the average Plan Participant to be an important reduction in covered services or benefits.

Maximum Allowable Charge: The benefit payable for a specific coverage item or benefit under the Plan. The Maximum Allowable Charge will always be a negotiated rate, if one exists; if no negotiated rate exists, the Maximum Allowable Charge will be determined and established by the Plan, at the Plan Administrator's discretion, using normative data and submitted information such as, but not limited to, any one (1) or more of the following, in the Plan Administrator's discretion:

- Medicare reimbursement rates (presently utilized by the Centers for Medicare and Medicaid Services ["CMS"]).
- Prices established by CMS utilizing standard Medicare Payment methods and/or based upon supplemental Medicare pricing data for items Medicare does not cover based on data from CMS.
- Prices established by CMS utilizing standard Medicare payment methods and/or based upon prevailing Medicare rates in the community for non-Medicare Facilities for similar services and/or supplies provided by similarly skilled and trained Providers of care.
- Prices established by CMS utilizing standard Medicare payment methods for items in alternate settings based on Medicare rates provided for similar services and/or supplies paid to similarly skilled and trained Providers of care in traditional settings.
- Medicare cost data as reflected in the applicable individual Provider's cost report(s).
- The fee(s) which the Provider most frequently charges the majority of patients for the service or supply.
- Amounts the Provider specifically agrees to accept as payment in full either through direct negotiation or through a Preferred Provider Organization (PPO) network.
- Average wholesale price (AWP) and/or manufacturer's retail pricing (MRP).

- Medicare cost-to-charge ratios or other information regarding the actual cost to provide the service or supply.
- The allowable charge otherwise specified within the terms of this Plan.
- The prevailing range of fees charged in the same "area" (defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made) by Providers of similar training and experience for the service or supply.
- With respect to Non-Network Emergency Services, the Plan allowance is the greater of:

    - The negotiated amount for In-Network Providers (the median amount if more than one (1) amount to In-Network Providers).
    - One hundred percent (100%) of the Plan's Maximum Allowable Charge payment formula (reduced for cost-sharing).
    - The amount that Medicare Parts A or B would pay (reduced for cost-sharing).

The Plan Administrator may in its discretion, taking into consideration specific circumstances, deem a greater amount to be payable than the lesser of the aforementioned amounts. The Plan Administrator may take any or all of such factors into account but has no obligation to consider any particular factor. The Plan Administrator may also account for unusual circumstances or complications requiring additional, or a lesser, amount of time, skill and experience in connection with a particular service or supply, industry standards and practices as they relate to similar scenarios, and the cause of Injury or Illness necessitating the service(s) and/or charge(s).

In all instances, the Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence and/or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

The determination that fees for services are includable in the Maximum Allowable Charge will be made by the Plan Administrator, taking into consideration, but not limited to, the findings and assessments of the following entities: (a) The national medical associations, societies, and organizations; and (b) The Food and Drug Administration (FDA). To be includable in the Maximum Allowable Charge, services and fees must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The Plan Administrator has the discretionary authority to decide if a charge is covered under this Plan. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

For Claim determinations made in accordance with the Claim Review and Audit Program, the Maximum Allowable Charge will be limited to the Allowable Claim Limits. Please refer to the section, "Claim Review and Audit Program," for the definition of Allowable Claim Limits.

Maximum Amount: Any limit on benefits that are payable under the Plan.

Maximum Benefit: The Maximum Amount that may be payable for each Covered Person for expenses incurred. The applicable Maximum Benefit is shown in the Schedule of Benefits. No further benefits are payable once the Maximum Benefit is reached.

Measurement Period: A period of time selected by the Employer during which Variable Hour Employees' and/or Ongoing Employees' Hours of Service are tracked to determine employment status for benefit purposes. The Initial Measurement Period applies to newly hired Variable Hour Employees. The Standard Measurement Period applies to Ongoing Employees.

Medical Care Benefits: Amounts paid for the diagnosis, cure, mitigation, treatment or prevention of Disease or amounts paid for the purpose of affecting any structure or function of the body.

Medical Child Support Order: Any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that:

1. Provides for Child support with respect to a Participant's Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law); or
2. Enforces a law relating to Medical Child Support described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

Medical Record Review: The process by which the Plan, based upon a review and audit of medical records, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing. The Plan Administrator may determine the Maximum Allowable Charge according to the Medical Record Review and audit results.

Medical Review Specialist: An organization under contract to the Plan Administrator to provide the services required under the cost containment features of Utilization Review Notification/Concurrent Review/Coordination of Care/Case Management. The Plan Administrator will furnish the name, address and phone number of the Medical Review Specialist.

Medically or Dentally Necessary/Medical or Dental Necessity: Refers to health care services ordered by a Physician or Dentist exercising prudent clinical judgment provided to a Plan Participant for the purposes of evaluation, diagnosis or treatment of that Plan Participant's Illness or Injury. Such services, to be considered Medically/Dentally Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Plan Participant's Illness or Injury. The Medically/Dentally Necessary setting and level of service is that setting and level of service which, considering the Plan Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically/Dentally Necessary must be no more costly than alternative interventions and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Plan Participant's Illness or Injury without adversely affecting the Plan Participant's medical condition.

1. It must not be maintenance therapy or maintenance treatment;
2. Its purpose must be to restore health;
3. It must not be primarily custodial in nature;
4. It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare); and
5. The Plan reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical or Dental Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensive medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician or Dentist does not mean that it is "Medically or Dentally Necessary." In addition, the fact that certain services are excluded from coverage under this Plan because they are not "Medically or Dentally Necessary" does not mean that any other services are deemed to be "Medically or Dentally Necessary."

To be Medically or Dentally Necessary, all of these criteria must be met. Merely because a Physician or Dentist recommends, approves, or orders certain care does not mean that it is Medically or Dentally Necessary. The determination of whether a service, supply, or treatment is or is not Medically or Dentally Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors.

Medicare Benefits: All benefits under Parts A, B and/or D of Title XVIII of the Social Security Act of 1965, as amended from time to time.

Mental Disorder: Any Disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of *International Classification of Diseases*, published by the U.S. Department of Health and Human Services, or is listed in the current edition of *Diagnostic and*

Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources.

Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA): In the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or substance use disorder benefits, such plan or coverage shall ensure that:

1. The financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage) and that there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan); and

2. The treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage), and that there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage offered in connection with such a plan).

Midwife: A Practitioner who is certified as a Nurse Midwife (CNM) by the American College of Nurse-Midwives and who is authorized to practice as a Nurse Midwife under State regulations.

Morbid Obesity: A diagnosed condition in which the body weight of an individual is the greater of 100 pounds or 100% over the medically recommended weight for a person of the same height, age and mobility and by a BMI (body mass index) greater than 40 (in accordance with Utilization Review's criteria for morbid or severe Obesity).

National Medical Support Notice or NMSN: A notice that contains the following information:

1. Name of an issuing State agency;
2. Name and mailing address (if any) of an Employee who is a Participant under the Plan;
3. Name and mailing address of one or more Alternate Recipients (i.e., the Child or Children of the Participant or the name and address of an official or agency that has been substituted for the mailing address of the Alternate Recipients(s)); and
4. Identity of an underlying Child support order.

Newborns' and Mothers' Health Protection Act of 1996 (NMHPA): A regulation that added a new section restricting the extent to which group health plans may limit Hospital lengths of stays for mothers and newborn Children following delivery. NMHPA regulations apply as of the first day of the first Plan Year beginning on or after January 1, 1998.

No-Fault Automobile Insurance: Automobile insurance that pays for medical expenses for Injuries sustained during the operation of an automobile, regardless of who may have been responsible for causing the Accident.

Non-variable Hour Employee: An Employee reasonably expected at the time of hire to work thirty (30) or more hours per week.

Nurse: An individual who has received specialized nursing training and is authorized to use the designation Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Licensed Practical Nurse (LPN), and who is duly licensed by the State or regulatory agency responsible for such license in the State in which the individual performs the nursing services.

Obesity: A diagnosed condition in which the BMI (body mass index) is at least 30 (ranging from 30-39).

OBRA: The coverage provided under the provisions of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993), effective August 10, 1993.

Occupational Therapy: Treatment which is rendered for reasons other than restoration of bodily functions and the prevention of disability. Such treatment is usually rendered by the use of work-related skills and leisure tasks for the evaluation of an individual's behavior and/or abilities of self-care, work or play.

Ongoing Employee: An Employee who has been employed by the Employer for at least one (1) complete Measurement Period.

Oral Surgery: Maxillofacial Surgical Procedures include, but are not limited to:

1. Excision of non-dental related neoplasms, including benign tumors and cysts and all malignant and pre-malignant lesions and growths;
2. Incision and drainage of facial abscess;
3. Surgical Procedures involving salivary glands and ducts and non-dental related procedures of the accessory sinuses; and
4. Surgical and diagnostic treatment of conditions affecting the temporomandibular joint (including the jaw and the craniomandibular joint) as a result of an Accident, a trauma, a congenital defect, a developmental defect or a pathology.

Orthopedic Shoes: Special shoes designed for support of the feet or the prevention or correction of deformities of the feet.

Orthotic Devices: External devices used to support, align, prevent or correct deformities or to improve the function of movable parts of the body. An orthotic insole is a foot supporting device prescribed by a Physician or licensed Practitioner.

Out-of-Area: "Out-of-Area" applies to a Covered Person living or traveling outside of the geographic zip code area serviced by the Preferred Provider Organization (PPO).

Outpatient: A patient who receives medical services at a Hospital but is not admitted as a registered overnight bed patient; this must be for a period of less than twenty-four (24) hours. This term can also be applicable to services rendered in a free-standing independent Facility, such as an Ambulatory Surgery Center.

Outpatient Chemical Dependency/Drug Treatment Facility: An institution which provides a program for a diagnosis, evaluation and effective treatment of Chemical Dependency, and/or Drug use or abuse; provides Detoxification services needed with its effective treatment program; provides infirmary level medical services or arranges at a Hospital in the area for any other medical services that may be required; is at all times supervised by a staff of Physicians; provides at all times skilled nursing care by licensed nurses who are directed by a full-time Registered Nurse (RN); prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs, which is supervised by a Physician; and meets applicable State and Federal, if any, licensing standards.

Outpatient Psychiatric Day Treatment Facility: An administratively distinct governmental, public, private or independent unit or part of such unit that provides for a psychiatrist who has regularly scheduled hours in the Facility, and who assumes the overall responsibility for coordinating the care of all patients.

Part-time Employee: An Employee who is not regularly scheduled to work for the Employer for at least the minimum number of hours shown in the Eligibility section of this Plan Document.

Physical Therapy: Management of the patient's movement system. This includes conducting an examination; alleviating impairments and functional limitation; preventing Injury, impairment, functional limitation and disability; and engaging in consultation, education and research. Direct interventions include the appropriate use of patient education, therapeutic exercise and physical agents such as massage, thermal modalities, hydrotherapy and electricity.

Physically Handicapped or Intellectually Disabled: The inability of a person to be self-sufficient as the result of a condition such as intellectual disability, cerebral palsy, epilepsy or another neurological disorder and diagnosed by a Physician as a permanent and continuing condition.

Physician: A person acting within the scope of his/her license and holding the degree of Doctor of Medicine (MD) or Doctor of Osteopathy (DO) and who is legally entitled to practice medicine in all its branches under the laws of the State or jurisdiction where the services are rendered.

Placement for Adoption: A Child placed with the Covered Employee for adoption, whether or not the adoption has become final, will be considered eligible and will be covered from the date of such adoption or Placement for Adoption. "Placement" means the assumption and retention by the Covered Employee of a legal obligation for total or partial support of such Child in anticipation of adoption of such Child.

Plan: Without qualification, this Plan Document/Summary Plan Description, including any Plan Amendments thereto.

Plan Administrator: Gunnison County, Colorado, who is responsible for the day-to-day functions and arrangements of the Plan. The Plan Administrator may employ persons or firms to process Claims and perform other Plan connected services.

Plan Amendment: A formal document that changes the provisions of the Plan Document, duly signed by the authorized person or persons as designated by the Plan Sponsor.

Plan Participant: Eligible Employee, Eligible Dependent, eligible COBRA Qualified Beneficiary or a COBRA Qualified Beneficiary's Dependent properly enrolled in the Plan.

Plan Sponsor: Gunnison County, Colorado.

Plan Year: The twelve (12) month period beginning on January 1 and ending December 31 of each Calendar Year. The Plan Year is the year on which Plan records are kept.

Practitioner: A Physician or person acting within the scope of applicable State licensure/certification requirements including the following:

1. Advanced Practice Nurse (APN)
2. Audiologist
3. Board Certified Behavior Analyst (BCBA)
4. Certified Diabetic Educator and Dietitian
5. Certified Nurse Midwife (CNM)
6. Certified Operating Room Technician (CORT)
7. Certified Registered Nurse Anesthetist (CRNA)
8. Certified Surgical Technician (CST)
9. Doctor of Chiropractic (DC)
10. Doctor of Dental Medicine (DMD)
11. Doctor of Dental Surgery (DDS)
12. Doctor of Medicine (MD)
13. Doctor of Optometry (OD)
14. Doctor of Osteopathy (DO)
15. Doctor of Podiatric Medicine (DPM)
16. Licensed Acupuncturist (LAC)
17. Licensed Clinical Social Worker (LCSW)
18. Licensed Marriage and Family Therapist (LMFT)
19. Licensed Occupational Therapist
20. Licensed or Registered Physical Therapist
21. Licensed Practical Nurse (LPN)
22. Licensed Professional Counselor (LPC)
23. Licensed Surgical Assistant (LSA)
24. Licensed Vocational Nurse (LVN)

25. Master of Social Work (MSW)
26. Physician Assistant (PA)
27. Psychologist (PhD, EdD, PsyD)
28. Registered Nurse (RN)
29. Registered Nurse First Assistant (RNFA)
30. Registered Nurse Practitioner (RN-NP)
31. Speech Language Pathologist

Preferred Provider Organization (PPO): An alternate health care delivery system with which Plan Administrators may contract to provide comprehensive medical care for Employees. A PPO is a network of individual Physicians and other Providers who accept pre-negotiated, discounted fees for services rendered. Employee participation is encouraged by plan design for improved benefits when network Providers are used. Employees have flexibility under PPO arrangements in which there is a choice of network or non-network Providers.

Pregnancy: The physical state which results in childbirth, life-threatening abortion, or miscarriage, and any medical complications arising out of, or resulting from, such state.

Prescription Drugs: Licensed medicine that is government regulated which must be prescribed by a Qualified Prescriber before it can be obtained.

Preventive Care: This Plan intends to comply with the Patient Protection and Affordable Care Act's (PPACA) requirement to offer in-network coverage for certain preventive services without cost-sharing. To comply with PPACA, and in accordance with the recommendations and guidelines, the Plan will provide in-network coverage for:

- Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations;
- Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention;
- Comprehensive guidelines for infants, Children, and adolescents supported by the Health Resources and Services Administration (HRSA); and
- Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines with services listed by group (all adults, women, children) may be found here: https://www.healthcare.gov/coverage/preventive-care-benefits/. For more information, you may contact the Plan Administrator / Employer at 1-970-641-7623.

Privacy Regulation: The regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

Private: A class of accommodations in a Hospital or Skilled Nursing Facility or other Facility providing services on an Inpatient basis in which one (1) patient bed is available per room.

Private Duty Nursing: Continuous skilled care or intermittent care by a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) while a patient is not confined in a Hospital.

Protected Health Information (PHI): Individually identifiable health information that is created or received by a Covered Entity (the Plan) and relates to: (a) a person's past, present or future physical or mental health or condition; (b) provision of health care to that person; or (c) past, present or future payment for that person's health care. This term shall be construed in accordance with the Privacy Regulation.

Provider: A Physician, Practitioner, health care professional or health care Facility licensed, certified or accredited as required by state law.

Psychiatric Treatment Facility: A mental health Facility which:

1. Provides treatment for individuals who suffer from acute Mental Disorders;
2. Uses a structured psychiatric program with Individual Treatment Plans that have specified goals and appropriate objectives for the patient and treatment modality of the program; and
3. Is clinically supervised by a Physician of medicine who is certified in psychiatry by the American Board of Psychiatry and Neurology.

Qualified Individual: Someone who is eligible to participate in an "Approved Clinical Trial" and either the individual's doctor has concluded that participation is appropriate or the participant provides medical and scientific information establishing that their participation is appropriate.

Qualified Medical Child Support Order (QMCSO): As originally enacted in OBRA 1993, as amended, a Medical Child Support Order that satisfies the following requirements to be a Qualified Medical Child Support Order:

1. The name and last known mailing address of the Plan Participant;
2. The name and address of each Alternate Recipient. "Alternate Recipient" means any Child of a Plan Participant who is recognized under a Medical Child Support Order as having a right to enrollment under a group health plan with respect to such Plan Participant;
3. A reasonable description of the type of coverage to be provided by the group health plan or the manner in which coverage will be determined;
4. The period for which coverage must be provided; and
5. Each plan to which the order applies.

Qualified Medical Child Support Orders include not only court orders, but also administrative processes established under State law.

Reasonable: In the Plan Administrator's discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of Illness or Injury not caused by the treating Provider. Determination that fee(s) or services are Reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of Injury or Illness necessitating the service(s) and/or charge(s).

This determination will consider, but will not be limited to, the findings and assessments of the following entities: (a) The National Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to the Plan Administrator. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or services are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from Provider error(s) and/or Facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration, but not limited to, CMS guidelines.

The Plan reserves for itself and parties acting on its behalf the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not Reasonable and, therefore, not eligible for payment by the Plan.

Reconstructive Surgery: A procedure performed to restore the anatomy and/or functions of the body which were lost or impaired due to an Injury or Illness.

Registered Nurse (RN): An individual who has received specialized nursing training and is authorized to use the designation of "RN," and who is duly licensed by the State or regulatory agency responsible for such licensing in the State in which the individual performs such nursing services.

Rehabilitation Facility: A legally operating institution or distinct part of an institution which has a transfer agreement with one or more Hospitals, and which is primarily engaged in providing comprehensive multi-disciplinary physical restorative services, post-acute Hospital and rehabilitative Inpatient care, and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, ambulatory, or part-time care services, or an institution which primarily provides treatment of Mental Disorders or Chemical Dependency, except if such Facility is licensed, certified or approved as a Rehabilitation Facility for the treatment of mental conditions or Drug addiction or Chemical Dependency in the jurisdiction where it is located, or it is accredited as such a Facility by the Joint Commission on the Accreditation of Health Care Organizations, or the Commission on the Accreditation of Rehabilitation Facilities.

Residential Treatment Center: Facility that provides twenty-four (24) hour treatment for Chemical Dependency, Drug and Substance Abuse or mental health problems on an Inpatient basis. It must provide at least the following: Room and Board; medical services; nursing and dietary services; patient diagnosis, assessment and treatment; individual, Family and group counseling; and educational and support services. A Residential Treatment Center is recognized if it is accredited for its stated purpose by the Joint Commission on Accreditation of Hospitals and carries out its stated purpose in compliance with all relevant State and local laws.

Retrospective Review: A determination by Utilization Review that medical services performed either Inpatient or Outpatient met criteria for Medical Necessity.

Room and Board: All charges, by whatever name called, which are made by a Hospital, Hospice, Skilled Nursing Facility, Rehabilitation Facility or other covered Facilities as a condition of Inpatient confinement as a bed patient. Such charges do not include the professional services of Physicians nor intensive nursing care, by whatever name called.

Routine Newborn Care: Inpatient charges for a well newborn Child for nursery Room and Board, related expenses following birth, including newborn hearing exams and Physician's pediatric services including circumcision. This term does not apply to a newborn Child's diagnosed Illness.

Routine Patient Cost(s): All items and services consistent with the coverage provided in the Plan that is typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include: 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan's network area unless out-of-network benefits are otherwise provided under the Plan.

Seasonal Employee: An Employee who is hired into a position for which the customary annual employment is six (6) months or less.

Security Incidents: "Security Incidents" has the meaning set forth in 45 C.F.R. Section 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Semi-Private: A class of accommodations in a Hospital or Skilled Nursing Facility or other Facility providing services on an Inpatient basis in which at least two (2) patient beds are available per room.

Series of Treatments: A Series of Treatments is a planned, structured program which may include Inpatient or Outpatient treatment and is complete when the Covered Person is discharged on medical

advice from Inpatient care, Day Treatment or Outpatient Treatment without a lapse in treatment or when a person fails to materially comply with the treatment program for a period of thirty (30) days.

Serious Mental Illness: Defined as any one of the following eight (8) categories:

1. Schizophrenia
2. Paranoid and other psychotic disorders
3. Bipolar disorders (mixed, manic and depressive);
4. Major depressive disorders (single episode or recurrent);
5. Schizo-affective disorders (bipolar or depressive);
6. Pervasive developmental disorders;
7. Obsessive compulsive disorder; and
8. Depression in childhood and adolescence.

Skilled Nursing Facility/Extended Care Facility: An institution that:

1. Primarily provides skilled, as opposed to custodial, nursing services to patients; and
2. Is approved by the Joint Commission on the Accreditation of Health Care Organizations and/or Medicare.

Sleep Disorder: Medical/psychological condition that disrupts the patient's sleep on a chronic basis.

Special Enrollee: An Eligible Employee and his/her Eligible Dependents who have Special Enrollment rights and who enroll in the Plan during a Special Enrollment Period.

Special Enrollment Period: The period of thirty (30) days in which an Eligible Employee or Dependent who previously declined enrollment in the Plan by signing a waiver of coverage can enroll in the Plan. The Special Enrollment Period for both Employees and Dependents can be activated by:

1. Loss of eligibility for other coverage (except for cause or non-payment of premium);
2. A new Dependent acquired by an Employee through marriage, birth, adoption or Placement for Adoption;
3. Loss of eligibility under Medicaid or a State Children's Health Insurance Program (CHIP) (in which case the Special Enrollment Period is sixty (60) days); or
4. Gain of eligibility for a premium assistance subsidy under Medicaid or CHIP (in which case the Special Enrollment Period is sixty (60) days).

Speech Therapy: A program which evaluates the patient's motor-speech skills, expressive and receptive language skills, writing and reading skills, and determines if the patient requires an extensive hearing evaluation by an audiologist. The therapist also evaluates the patient's cognitive functioning, as well as his/her social interaction skills, such as the ability to maintain eye contact and initiate conversation. Therapy may also involve developing the patient's speech, listening and conversational skills and higher-level cognitive skills, such as understanding abstract thought, making decisions, sequencing, etc. Therapy must be considered medically appropriate even for patients who do not have apparent speech problems, but who do have deficits in higher-level language functioning as a result of trauma or identifiable organic Disease process.

Stability Period: A period selected by the Employer that immediately follows, and is associated with, a Standard Measurement Period or an Initial Measurement Period and, if elected by the Employer, the Administrative Period associated with that Standard Measurement Period or Initial Measurement Period, and is used by the Employer as part of the look back Measurement Method. The Stability Period is a period of time in which the Variable Hour Employee's and/or Ongoing Employee's eligibility status is fixed.

Status Change: Cafeteria plans (under Section 125 of the Internal Revenue Code) permit coverage changes during a Plan Year when a change in status occurs that affects gain or loss of eligibility for coverage for the Employee, the Employee's spouse or Dependent. Some examples of a Status Change are: change in Employee's legal marital status, change in number of Employee's Dependents, change in employment status of Employee, spouse or Dependent and loss of other coverage.

Substance Abuse: The excessive use of a substance, especially alcohol or a Drug. The current edition of *Diagnostic and Statistical Manual* definition is applied as follows:

1. A maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by one (or more) of the following, occurring within a twelve (12) month period:

    a. Recurrent substance use resulting in a failure to fulfill major role obligations at work, school or home (i.e., repeated absences or poor work performance related to substance use; substance-related absences, suspensions or expulsions from school; neglect of Children or household);
    b. Recurrent substance use in situations in which it is physically hazardous (i.e., driving an automobile or operating a machine when impaired by substance use);
    c. Recurrent substance-related legal problems (i.e., arrests for substance-related disorderly conduct); and
    d. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (i.e., arguments with spouse about consequences of intoxication, physical fights).

2. The symptoms have never met the criteria for Substance Dependence for this class of substance.

Substance Abuse Treatment Center: An Institution which provides a program for the treatment of Substance Abuse by means of a written treatment plan approved and monitored by a Physician. This Institution must be:

1. Affiliated with a Hospital under a contractual agreement with an established system for patient referral;
2. Accredited as such a Facility by the Joint Commission on Accreditation of Hospitals; or
3. Licensed, certified or approved as an alcohol or Substance Abuse treatment program or center by a State agency having legal authority to do so.

Substance Dependence: Substance use history which includes the following:

1. Substance abuse (see above);
2. Continuation of use despite related problems;
3. Development of tolerance (more of the Drug is needed to achieve the same effect); and
4. Withdrawal symptoms.

Surgery: Any of the following:

1. The incision, excision, debridement or cauterization of any organ or part of the body, and the suturing of a wound;
2. The manipulative reduction of a fracture or dislocation or the manipulation of a joint including application of cast or traction;
3. The removal by endoscopic means of a stone or other foreign object from any part of the body or the diagnostic examination by endoscopic means of any part of the body;
4. The induction of artificial pneumothorax and the injection of sclerosing solutions;
5. Arthrodesis, paracentesis, arthrocentesis and all injections into the joints or bursa;
6. Obstetrical delivery and dilatation and curettage; or
7. Biopsy.

Surgical Procedure: Surgical Procedures will include all CPT (Current Procedural Terminology) codes from 10000 to 69999.

TEFRA: Tax Equity and Fiscal Responsibility Act of 1982, as amended from time to time.

Temporomandibular Joint (TMJ) Disorders: Disorders that affect the temporomandibular joints at either side of the jaw also known as myofascial pain-dysfunction syndrome.

Total Disability (Totally Disabled): A physical state of a Covered Person resulting from an Illness or Injury which wholly prevents:

1. An Employee from engaging in any and every business or occupation and from performing any and all work for compensation or profit; or
2. A Dependent or a COBRA Qualified Beneficiary from performing the normal activities of a person of that age and sex in good health.

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA): A Federal law which applies to persons who have been absent from work because of "service in the uniformed services." "Uniformed services" consists of the United States Army, Navy, Marine Corps, Air Force or Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve; Army National Guard or Air National Guard; Commissioned Corps of the Public Health Service; any other category of persons designated by the President in time of war or Emergency. "Service" in the uniformed services means: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and absence from work for an examination to determine a person's fitness for any of the designated types of duty.

UR Notification: A Plan requirement for a Covered Person to advise Utilization Review of a Hospital admission, health care service, treatment plan, Prescription Drug or Durable Medical Equipment that results in a decision by the Plan that such service is Medically Necessary. The Plan may require notification for certain services as they are received, except in an Emergency. UR Notification is not a guarantee the Plan will cover the cost of such services.

Urgent Care Facility (Minor Emergency Medical Clinic): A Free-standing Facility which is engaged primarily in providing minor Emergency and episodic medical care to a Covered Person. A board-certified Physician, a Registered Nurse (RN), and a registered x-ray technician must be in attendance at all times that the clinic is open. The clinic's Facilities must include x-ray and laboratory equipment and a life support system. For the purposes of this Plan, a clinic meeting these requirements will be considered to be an Urgent Care Facility (Minor Emergency Medical Clinic), by whatever actual name it may be called; however, a clinic located on the premises of, or in conjunction with, or in any way made a part of, a regular Hospital shall be excluded from the terms of this definition.

Usual and Customary: Covered expenses which are identified by the Plan Administrator, taking into consideration the fee(s) which the Provider most frequently charges the majority of patients for the service or supply, the cost to the Provider for providing the services, the prevailing range of fees charged in the same "area" by Providers of similar training and experience for the service or supply, and the Medicare reimbursement rates. The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term "Usual" refers to the amount of a charge made for medical services, care, or supplies, to the extent that the charge does not exceed the common level of charges made by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred.

The term "Customary" refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of an individual of the same sex, comparable age and who has received such services or supplies within the same geographic locale.

The term "Usual and Customary" does not necessarily mean the actual charge made nor the specific service or supply furnished to a Plan Participant by a Provider of services or supplies, such as a Physician, therapist, Nurse, Hospital, or pharmacist. The Plan Administrator will determine the usual charge for any procedure, service, or supply, and whether a specific procedure, service or supply is customary.

Usual and Customary charges may, at the Plan Administrator's discretion, alternatively be determined and established by the Plan using normative data such as, but not limited to, Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer's retail pricing (MRP) for supplies and devices.

For Claim determinations made in accordance with the Claim Review and Audit Program, the Usual and Customary fee will be the Allowable Claim Limits. Please refer to the section, "Claim Review and Audit Program," for the definition of Allowable Claim Limits.

Utilization Review (UR): Process by which consistent and measurable standards are applied in which to evaluate and control health care utilization by determining appropriateness of care, setting and Medical Necessity.

Utilization Review (UR) Department: GPA's HealthWatch department, providing consistent and measurable standards in which to evaluate and control health care utilization by determining appropriateness of care, setting and Medical Necessity. The Utilization Review department's role is to ensure the best use of health care services, eliminating unnecessary costs while maintaining consideration for the patient's best interests.

Variable Hour Employee: An Employee, based on the facts and circumstances at the Employee's start date, whose reasonable expectation of average hours per week cannot be determined. **This also includes Part-time, Temporary and Seasonal Employees.**

Waiting Period: The period of time that must pass before Plan coverage can become effective for an otherwise Eligible Employee or Dependent. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor.

Well Baby Care or Well Child Care: Medical treatment, services or supplies rendered to a Child, solely for the purpose of health maintenance and not for the treatment of an Illness or Injury, to include medical screenings for vision and hearing.

APPENDIX I

STATES WITH CONSUMER ASSISTANCE PROGRAMS UNDER PHS ACT SECTION 2793

** Current as of January 3, 2018**

(Periodic updates will be posted at www.dol.gov/ebsa/healthreform and http://cciio.cms.gov/programs/consumer/capgrants/index.html)

In addition to the State information provided in the chart below, the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) may also be a helpful resource to participants and beneficiaries in need of assistance. Plans and issuers are encouraged to include EBSA's contact information in their notices as well. (EBSA contact information is also included in the Department's model notices.)

EBSA may be contacted at: 1-866-444-EBSA (3272) or www.askebsa.dol.gov.

State	Contact Information
Alabama	No program
Alaska	No program
American Samoa	No program
Arizona	No program
Arkansas	Arkansas Insurance Department, Consumer Services Division 1200 West Third St. Little Rock, AR 72201 (800) 852-5494 http://insurance.arkansas.gov/pages/consumer-services/consumer-services/ (website) Insurance.consumers@arkansas.gov (email)
California	California Consumer Assistance Program Operated by the California Department of Managed Health Care and Department of Insurance 980 9th St, Suite #500 Sacramento, CA 95814 (888) 466-2219 http://www.HealthHelp.ca.gov (website)
Colorado	No program
Commonwealth of Northern Mariana Islands	No program
Connecticut	Connecticut Office of the Healthcare Advocate P.O. Box 1543 Hartford, CT 06144 (866) 466-4446 http://www.ct.gov/oha/site/default.asp (website) healthcare.advocate@ct.gov (email)
Delaware	Delaware Department of Insurance 841 Silver Lake Blvd Dover, DE 19904 (302) 674-7310 http://www.delawareinsurance.gov (website) consumer@state.de.us (email)
District of Columbia	DC Office of the Health Care Ombudsman and Bill of Rights One Judiciary Square 441 4th Street, NW, 900 South Washington, DC 20001 (877) 685-6391 http://healthcareombudsman.dc.gov (website)

State	Contact Information
	healthcareombudsman@dc.gov (email)
Florida	No program
Georgia	Georgia Office of Insurance and Safety Fire Commissioner Consumer Services Division 2 Martin Luther King, Jr. Drive West Tower, Suite 716 Atlanta, Georgia 30334 (800) 656-2298 http://www.oci.ga.gov/ConsumerService/Home.aspx (website)
Guam	Guam Department of Revenue and Taxation 1240 Army Drive Barrigada, Guam 96921 (671) 635-1846
Hawaii	No program
Idaho	No program
Illinois	Illinois Department of Insurance 320 W. Washington St, 4th Floor Springfield, IL 62767 (866) 445-5364 http://insurance.illinois.gov/healthinsurance/consumerHealth.html (website) DOI.Director@illinois.gov (email)
Indiana	No program
Iowa	No program
Kansas	Kansas Insurance Department Consumer Assistance Division 420 SW 9th Street Topeka, KS 66612-1678 (800) 432-2484 (in state) 785-296-7829 (all others) http://www.ksinsurance.org (website) CAP@ksinsurance.org (email)
Kentucky	Kentucky Department of Insurance Division of Consumer Protection P.O. Box 517 Frankfort, KY 40602 (800) 595-6053 http://insurance.ky.gov (website) consumerservices@ky.gov (email)
Louisiana	No program
Maine	Consumers for Affordable Health Care Maine Health Insurance Consumer Assistance Program (MHICAP) 12 Church Street, P.O. Box 2490 Augusta, ME 04338-2490 (800) 965-7476 http://www.mainecahc.org (website) consumerhealth@mainecahc.org (email)
Maryland	Maryland Office of the Attorney General Health Education and Advocacy Unit 200 St. Paul Place, 16th Floor Baltimore, MD 21202 (877) 261-8807 http://marylandattorneygeneral.gov/Pages/Pages/HEAU/default.aspx (website) heau@oag.state.md.us (email)
Massachusetts	Health Policy Commission

State	Contact Information
	Office of Patient Protection (OPP) 50 Milk Street, 8th Floor Boston, MA 02109 (800) 436-7757 http://www.mass.gov/hpc/opp (website) HPC-OPP@state.ma.us (email)
Michigan	Michigan Health Insurance Consumer Assistance Program (HICAP) Michigan Department of Insurance and Financial Services (DIFS) P.O. Box 3020 Lansing, MI 48909-7720 (877) 999-6442 http://www.michigan.gov/difs (website) difs-hicap@michigan.gov (email)
Minnesota	No program
Mississippi	Health Help Mississippi 800 North President Street Jackson, MS 39202 (877) 314-3843 http://www.healthhelpms.org (website) healthhelpms@mhap.org (email)
Missouri	Missouri Department of Insurance Truman State Office Building, Room 530 P.O. Box 690 Jefferson City, MO 65102 (800) 726-7390 http://insurance.mo.gov/consumers/ (website) consumeraffairs@insurance.mo.gov (email)
Montana	Office of the Montana State Auditor Commissioner of Securities and Insurance 840 Helena Ave Helena, MT 59601 (800) 332-6148 (in-state only) (406) 444-2040 http://www.montanahealthanswers.com (website)
Nebraska	No program
Nevada	Nevada Department of Health and Human Services Office of Consumer Health Assistance Governor's Consumer Health Advocate 555 East Washington Ave, Suite 4800 Las Vegas, NV 89101 (702) 486-3587 (888) 333-1597 http://dhhs.nv.gov/Programs/CHA (website) cha@govcha.nv.gov (email)
New Hampshire	New Hampshire Department of Insurance 21 South Fruit Street, Suite 14 Concord, NH 03301 (800) 852-3416 https://nh/gov/insurance/consumers/health.htm (website) consumerservices@ins.nh.gov (email)
New Jersey	New Jersey Department of Banking and Insurance 20 West State Street, P.O. Box 325 Trenton, NJ 08625 (800) 446-7467 (609) 292-7272

State	Contact Information
	http://www.state.nj.us/dobi/consumer.htm (website) ombudsman@dobi.state.nj.us (email)
New Mexico	New Mexico Office of Superintendent of Insurance Managed Health Care Bureau Phone: (855) 427-5674 Fax: (505) 427-5674 Online submission http://osi.state.nm.us/consumer-assistance/forms/managed-healthcare.html
New York	Community Service Society of New York, Community Health Advocates 633 Third Avenue, 10th floor New York, NY 10017 (888) 614-5400 http://www.communityhealthadvocates.org/ (website) cha@cssny.org (email)
North Carolina	North Carolina Department of Insurance Health Insurance Smart NC 430 N. Salisbury Street Suite 1018 Raleigh, NC 27603 (855) 408-1212 http://www.ncdoi.com/Consumers/Health/Smart_NC.aspxh (website) Eastern Regional Office: North Carolina Department of Insurance Health Insurance Smart NC 1316 Unit A Commerce Drive New Bern, NC 28562 Western Regional Office: North Carolina Department of Insurance Health Insurance Smart NC 537 College Street Asheville, NC 28801
North Dakota	No program
Ohio	No program
Oklahoma	Oklahoma Insurance Department Five Corporate Plaza 3625 Northwest 56th Street, Suite 100 Oklahoma City, OK 73112 (800) 522-0071 (in-state only) (405) 521-2828 https://www.ok.gov/oid/Consumers/Consumer_Assistance/ (website)
Oregon	Oregon Health Connect 1435 NE 81st Ave. Suite 500 Portland, OR 97213-6759 (866) 698-6155 http://211info.org/health/ (website) healthconnect@211info.org (email)
Pennsylvania	Pennsylvania Insurance Department 1209 Strawberry Square Harrisburg, PA 17120 (877) 881-6388 http://www.insurance.pa.gov/Consumers/Pages/default.aspx (website)

State	Contact Information
Puerto Rico	Puerto Rico Oficina de la Procuradora del Paciente Calle Recinto Sur #303 San Juan, PR 00910 (787) 979-0909 http://www.pr.gov/ (website) querellas@opp.gobierno.pr (email)
Rhode Island	Rhode Island Consumer Assistance Program Rhode Island Parent Information Network, Inc. 1210 Pontiac Avenue Cranston, RI 02920 (855) 747-3224 http://www.rireach.org/ (website) rireach@ripin.org (email)
South Carolina	South Carolina Department of Insurance Office of Consumer Services P.O. Box 100105 Columbia, SC 29202 (800) 768-3467 (803) 737-6180 http://www.doi.sc.gov/638/Health-Insurance (website) consumers@doi.sc.gov (email)
South Dakota	No program
Tennessee	Tennessee Department of Commerce and Insurance 500 James Robertson Pkwy Davy Crockett Tower, 4th floor Nashville, TN 37243-0565 (615) 741-2241 http://www.tn.gov/commerce/section/consumer-services (website)
Texas	Texas Consumer Health Assistance Program Consumer Protection (111-1A) 333 Guadalupe P.O. Box 149091 Austin, TX 78714-9091 (800) 252-3439 http://www.texashealthoptions.com (website) ConsumerProtection@tdi.texas.gov (email)
Utah	No program
Vermont	Vermont Legal Aid 264 North Winooski Ave. Burlington, VT 05402 (800) 889-2047 http://www.vtlegalaid.org (website)
Virginia	Virginia State Corporation Commission Bureau of Insurance P.O. Box 1157 Richmond, VA 23218 (804) 371-9741 http://www.scc.virginia.gov/boi/cons/index.aspx (website) bureauofinsurance@scc.virginia.gov (email)
Virgin Islands	U.S. Virgin Islands Division of Banking and Insurance 1131 King Street Suite 101 Christiansted St. Croix, VI 00820 (340) 773-6459

State	Contact Information
	http://ltg.gov.vi (website)
Washington	Washington State Office of the Insurance Commissioner 5000 Capitol Blvd, SE Tumwater, WA 98501 (800) 562-6900 https://www.insurance.wa.gov/ (website) cap@oic.wa.gov (email)
West Virginia	West Virginia Office of the Insurance Commissioner Consumer Service Division P.O. Box 50540 Charleston, WV 25305-0540 (888) 879-9842 http://www/wvinsurance.gov/ConsumerServices/ConsumerServices.aspx (website)
Wisconsin	No program
Wyoming	No program

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Master Task Order 23 FAA 00023; Health and Human S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Specifically created for the CDPHE's LPHA partners - it will define how the Parties contract with each other in the future, using the Task Order process. This document is for the next five-year term (July 1, 2022-June 30, 2027) for any new projects starting on or after July 1.

Fiscal Impact:

Submitted by: M. Bollig for Joni Reynolds **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. HHS should be mindful of the insurance requirements for subcontractors given that obtaining appropriate insurance from local or regional vendors is consistently an issue for the County. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/23/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

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STATE OF COLORADO
MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor:** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023	**Master Task Order Contract Performance Beginning Date:** The later of the Effective Date or July 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	**Initial Contract Expiration Date:** June 30, 2027
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order	
Principal Representatives: **For the State:** Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	**For Contractor**: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.	

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
Jonathan Houck _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

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i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.

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

H. "**End of Term Extension**" means the time period defined in **§2.D**.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract

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

K. "**Extension Term**" means the time period defined in **§2.C.**

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

M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. **[Insert Federal Awarding Agency's Full Legal Name and Acronym]** is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.

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

O. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq*., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

P. "**Initial Term**" means the time period defined in **§2.B**.

Q. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. "**Project**" means the Work that is included in a Task Order.

V. **"Recipient"** means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.

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

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

BB. **Sub-Award**" means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

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CC. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

DD. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Task Order**" means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.

FF. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

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

HH. "**Work**" means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.

II. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and

ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

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State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

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

ii. Task Order Issuance

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

iii. Task Order Completion

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

iv. Task Order Modifications

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

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

v. Task Order Termination

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

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concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

vi. Option to Increase Rates

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

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

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later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

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C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

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B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

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

A. Contractor Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

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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

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.

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G. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

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d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES AND REPRESENTATIVES

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

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

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B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

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

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B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

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permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

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Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

T. Media or Public Announcements

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

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

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

U. Stop Work Order

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

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

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

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

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

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

W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

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D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

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

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

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Task Order Contract Number:** **Insert CMS Number of the Master Task Order Contract**
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Option Letter Number:** Insert Contract Number
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year	**Task Order Expiration Date** **Month Day, Year**

CONTRACT MAXIMUM AMOUNT TABLE

Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

3. OPTION EFFECTIVE DATE:

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

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SIGNATURE PAGE

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

--Signature Page End--

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EXHIBIT 1 – SAMPLE TASK ORDER

<table>
<tr>
<td>State Agency
State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver CO 80246</td>
<td>Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</td>
</tr>
<tr>
<td>Master Task Order Contract Number
Insert CMS Number of the Master Task Order Contract

Task Order Number
Insert CMS number or Other Contract Number</td>
<td>Task Order Performance Beginning Date
The later of the Task Order Effective Date or Month Day, Year</td>
</tr>
<tr>
<td>Task Order 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</td>
<td>Task Order Expiration Date
Month Day, Year

Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</td>
</tr>
<tr>
<td>Pricing/Funding
Price Structure: Choose type
Contractor Shall Invoice: Choose frequency
Funding Source:
Source $ Amount
Source $ Amount
Source $ Amount</td>
<td>Miscellaneous:
Authority to enter into this Contract exists in:
C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Law Specified Vendor Statute (if any): Enter Program specific

Procurement Method: Select
Solicitation Number (if any): Enter Solicitation #</td>
</tr>
<tr>
<td>State Representative
Enter Representative’s Name
Title
Division, Unit
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246
Email</td>
<td>Contractor Representative
Enter Contractor Representative’s Name
Title
Entity Name
Address
Address
Email</td>
</tr>
<tr>
<td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:
Exhibit A Additional Provisions
Exhibit B Statement of Work
Exhibit C Budget
Exhibit D Federal Provisions
Exhibit E HIPAA Business Associate Agreement (If applicable.)
Enter any other exhibits in alphabetical order</td>
</tr>
<tr>
<td colspan="2">Contract Purpose
Briefly describe the Task Order's purpose.</td>
</tr>
</table>

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR **INSERT-Legal Name of Contractor**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** *** *****

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

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, Quarterly, or other schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

   Mail to:

   (Name & Position Title)
   (Division & Program)
   Colorado Department of Public Health and Environment
   (Mail Code)
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

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

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

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

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2. Time Limit For Acceptance Of Deliverables.

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

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

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ***** (**)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (**) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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

   The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

   If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

   If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

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EXHIBIT B

STATEMENT OF WORK

To Original Contract Number ** *** ********

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

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

I. Entity Name: This section is **OPTIONAL.**
Term: This section is **OPTIONAL.**

II. Project Description:
This section is **REQUIRED**.

III. Definitions:
This section is **OPTIONAL**.

IV. Work Plan:

This section is **REQUIRED**. Insert work plan table here.

V. Key Personnel:
This section is **OPTIONAL.**

VI. Monitoring:
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data"). If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:
This section is **REQUIRED**.

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

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EXHIBIT C

BUDGET

COLORADO
Department of Public Health & Environment

Contractor Name		**Program Contact Name, Title, and Email**	
Budget Period		**Fiscal Contact Name, Title, and Email**	
Project Name		**Contract (CT or PO) Number**	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from CDPHE**
				Total Personal Services (including fringe benefits)	**$0.00**
Personal Services - Hourly Employees					
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # Hours on Project**	**Total Amount Requested from CDPHE**
				Total Personal Services (including fringe benefits)	**$0.00**
Supplies & Operating Expenses					
Item	**Description of Item**		**Rate**	**Quantity**	
				Total Supplies & Operating Expenses	**$0.00**
Travel					

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Item	Description of Item	Rate	Quantity	
			Total Travel	$0.00
Contractual (payments to third parties or entities)				
Item	Description of Item	Rate	Quantity	
			Total Contractual	
			SUB-TOTAL BEFORE INDIRECT	$0.00
				$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
			Total Indirect	$0.00
			TOTAL	$0.00

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Exhibit D

Federal Provisions - Enter title of project or program from NOA

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

1) **Federal Award Identification.**
   a. Subrecipient: **Match name on contract.**
   b. Subrecipient DUNS number: **Enter DUNS #**
   c. The Federal Award Identification Number (FAIN) is **Enter FAIN #**.
   d. The Federal award date is **Date issued**.
   e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	**Total Federal Funds Awarded**	**Amount of Financial Assistance from the NOA**

   g. Federal award title of project or program: **Enter title of project or program from NOA**.
   h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A**.
   j. This award **Choose " is" or "is not"** for research & development.
   k. Subrecipient **Choose " is" or "is not"** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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

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3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

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h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

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16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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[TO BE DELETED IF NOT APPLICABLE] **Exhibit E**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

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ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

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Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

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distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

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incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

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Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2022*0148

APPROVED TASK ORDER CONTRACT – WAIVER #154

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

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

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

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

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 4/12/2021

BILLING STATEMENTS RECEIVED:
Monthly

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

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $222,342.00

PROCUREMENT METHOD:
RFA 32714

FEDERAL FUNDING DOLLARS:
STATE FUNDING DOLLARS: $222,342.00
OTHER FUNDING DOLLARS:
Specify "Other":

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

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

LAW SPECIFIED VENDOR STATUTE:
N/A

PRICE STRUCTURE: Cost Reimbursement

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

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

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

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EXHIBITS:

The following exhibits are hereby incorporated:

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

   Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

   Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

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prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

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SIGNATURE PAGE
Contract Routing Number: 2022*0148

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	**STATE OF COLORADO**
Board of County Commisioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
DocuSigned by: D9072877079D4CD...	DocuSigned by: Lisa McGovern 2EDF870A1A7D4FC...
By: Signature	By: Signature
Jonathan Houck Name of Person Signing for Contractor	Lisa McGovern Name of Executive Director Delegate
Chair-Gunnison BOCC Title of Person Signing for Contractor	Procurement & Contracts Section Director Title of Executive Director Delegate
Date: 2021-05-10	Date: 2021-05-11

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: Travis Yoder 368F8AFC06514C4...

Travis Yoder
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Contract Effective Date: 2021-05-31

-- Signature Page End --

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EXHIBIT A

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

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

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

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

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

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

2. Time Limit For Acceptance Of Deliverables.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

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STATEMENT OF WORK
Original Contract Routing Number: 2022*0148

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

I. Entity Name: Gunnison County

II. Project Description:

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

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

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

III. Definitions:

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

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

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

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

IV. Work Plan:

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

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

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

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

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

	part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 32. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 33. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 34. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change. 35. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 36. CDPHE will review and provide feedback on best practices for Parts 1 and 2 of the Community Action Plan within 20 business days. 37. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 and 2 of the Community Action Plan prior to strategy and program implementation. 38. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members including residents, youth, and professionals who are ready to drive decision-making throughout the community to support the Social Development Strategy, Positive Youth Development approaches, address equity and racial justice, and to implement Prevention Science approaches in subsequent years of funding using the CTC Model across Colorado.
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.

		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

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V. Monitoring:

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

VI. Resolution of Non-Compliance:

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

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

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

Expenditure Categories

Personal Services
Salaried Employees

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

Personal Services
Hourly Employees

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

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

Supplies & Operating Expenses

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

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

Travel

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

Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips **$798 for coalition member meals is excluded from indirect.*	$ 798.00	2.0	$ 1,596.00
			Total Travel	**$ 7,330.00**

Contractual

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

Indirect

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

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EXHIBIT D

OPTION LETTER #: Click here to enter text.

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

CONTRACT MAXIMUM AMOUNT TABLE

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

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

2) **REQUIRED PROVISIONS**:
   - **A.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
   - **B.** In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.
   - **C.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
   - **D.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.
   - **E.** The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

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

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 18 FAAA 00023

INTERGOVERNMENTAL MASTER CONTRACT

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the State of Colorado)
200 East Virginia Avenue, Gunnison, CO 81230-2297
for the use and benefit of theGunnison County
Department of Health and Human Services
225 North Pine Street, Suite E, Gunnison, CO 81230-2333
CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 11/23/2016

TERM:
This Contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2017, whichever is later. The Contract shall end on 06/30/2022.

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

ZERO COST MASTER CONTRACT

PROCUREMENT METHOD:
Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:
n/a

LAW SPECIFIED VENDOR STATUTE:
n/a

STATE REPRESENTATIVE:
Lisa McGovern
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:
Carol Worrall, Director of Public Health
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:
The intent of this Master Contract is to set forth the general contract terms and conditions between the parties and to define how the parties will contract with each other in the future using the Task Order Contract process as defined in the Master Contract.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit One -	Additional Provisions (and any of its Attachments)
Exhibit Two -	Task Order Contract Template (and its Exhibit A and Exhibit B)

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this Contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

STATEMENTS OF WORK:

Statements of Work and Budgets are to be included in Task Order Contracts.

GENERAL PROVISIONS

The following clauses apply to this Contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this Contract. To the extent that other provisions of the Contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, 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, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq, CRS as now or hereafter amended.

2. Available Funds Contingency

   a. Available Funds. 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. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
   b. Federal Funds Contingency. Payment pursuant to this Contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this Contract or amend it accordingly without liability including liability for termination costs.

3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits and all Task Order Agreements entered into pursuant to the Contract, are incorporated herein and made a part of this Contract. Unless otherwise stated, the terms of this Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit One** and its attachments, if included; 3) the Contract (other than the Special Provisions); 4) the Task Order Contract and its **Exhibit A and Exhibit B** and its attachments, if included; 5) other exhibits/attachments in their order of appearance.

5. Notice and Representatives. For the purposes of this Contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.

6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this Contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this Contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this Contract, shall be grounds for termination of this Contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this Contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

8. Insurance – Contractor. The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.

9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State's ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting

electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this Contract. 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, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this Contract and for a period of six (6) years following the termination of this Contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this Contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed

reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

13. Conflict of Interest. During the term of this Contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this Contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

Further, the Contractor, and its subcontractors or subgrantees, 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:

a. The employee, officer or agent;
b. Any member of the employee's immediate family;
c. The employee's partner; or
d. An organization which employees, 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 Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of the Contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to Contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of

the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this Contract shall be made in one or more of the following ways:

a. By agreement on a fixed-price adjustment;
b. By unit prices specified in the Contract;
c. In such other manner as the parties may mutually agree; or
d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.

16. Contract Modifications. This Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.

17. Litigation. The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this Contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

18. Notice of Breach and Dispute Resolution: If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

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 department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director 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.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. Remedies: In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:

a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
c. request the removal from work on the Contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
f. modify or recover payments (from payments under this Contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
g. terminate the Contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

20. Termination.

a. Termination for Default. The State may terminate the Contract for cause. In the event this Contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this Contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

b. Termination for Convenience. The State shall have the right to terminate this Contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this Contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this Contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;

III. reasonable profit on the completed but undelivered work up to the date of termination;
IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

c. Immediate Termination. This Contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:

I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

a. Cancel the stop work order; or
b. Terminate the work covered by such order; or
c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with contract modifications, if:

a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this Contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

23. Understanding of the Parties.

a. Complete Integration. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

b. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for

any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

e. Continuing Obligations. The State and the Contractor's obligations under this Contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.

f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this Contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this Contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this Contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

I. change in ownership;
II. change of address;
III. the filing of bankruptcy.

g. 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.

h. Changes In Law. This Contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such

required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

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

24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or

b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or

c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

a. the use of an altered release if Contractor had not consented to the alteration; or

b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data

furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or

c. the use of product(s) on or in connection with equipment or software not permitted under this Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;

b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728

c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);

f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);

g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);

h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);

i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and

j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**

k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(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.

n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

26. Contractor Affirmation. If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:

a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);

b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

27. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of $750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

28. Holdover. In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

29. Survival of Certain Contract Terms. Notwithstanding anything in this Contract to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance, compliance, or effect beyond the termination date of the Contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.

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

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

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's

performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

31. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]
Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

SPECIAL PROVISIONS

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

1. **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.

2. **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.

3. **GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. **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.

5. **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.

6. **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.

7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

8. **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.

9. **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.

10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to

the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** 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 **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

Revised 1-1-09

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:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY for the use and benefit of the GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Legal Name of Contracting Entity

Phil Chamberland

Print Name of Authorized Officer

Signature of Authorized Officer

1/10/17

Date

Chairperson BOCC

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By: _____

For Executive Director

Department of Public Health and Environment

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: N/A

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: _____

Date: 1/31/17

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ADDITIONAL PROVISIONS
To Contract Effective Date 7/1/2017 **- Contract Routing Number 18 FAA 00023**

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

1. It is the express intent of the parties in entering into this Contract to: a) create a vehicle through which the parties can enter into a simplified Task Order Contract for the purchase and delivery of health and environmental services; b) stipulate that the Contractor is an approved entity to perform certain activities for the State; and c) set forth the terms and conditions under which these activities shall be performed by the Contractor.

   In the context of this Contract a "Task Order Contract" means a subordinate document to this Contract that is signed by the State and the Contractor and approved by the State Controller or delegee, and has attached to it a Statement of Work and Budget that has been signed by the applicable State and Contractor program managers. A sample Task Order Contract is attached hereto as **Exhibit Two** and incorporated herein by this reference. The parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental services pursuant to its terms and conditions, no specific purchase of services is made by this Contract. The State may purchase health and environmental services from the Contractor and the Contractor may provide health and environmental services to the State, under this Contract through a Task Order Contract. A Task Order Contract incorporates by reference all the terms and conditions of this Contract. When the State and the Contractor mutually agree upon the services to be purchased from and performed by, the Contractor, the parties may enter into a Task Order Contract, with an accompanying Statement of Work and Budget, for the purchase and delivery of those services. The State's financial obligation to the Contractor for specific health and environmental services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order Contract authorizing the Contractor to perform and deliver those services and the Contractor's performance of the work described in that Task Order Contract.

   The State will issue a Task Order Contract to perform some or all the work if, and when, and to the extent, the State determines, in its sole discretion, that the work is needed and that the Contractor should perform that work. The State does not guarantee a certain quantity of the work to the Contractor and shall have no obligation to provide any work to the Contractor, and the Contractor has no justifiable expectancy that it will be given any of the work unless and until the State and the Contractor enter into a Task Order Contract, including an attached Statement of Work and Budget, and the Task Order Contract is approved by the State Controller or designee. The State may elect to perform some or all the work itself, hire other vendors by separate contract to meet State requirements or not perform the work, without liability to the Contractor.

2. The parties expressly acknowledge that this Contract sets forth the general and special contractual terms and conditions of the parties, and that Task Order Contracts issued pursuant to this Contract set forth the specific work contracted for by the State with the Contractor. Each Task Order Contract incorporates by reference all terms and conditions of this Contract and each provision of this Contract shall become part of, and control, each separate Task Order Contract. Subject to the terms and conditions of this Contract, the Scope of Work in a Task Order Contract shall govern the delivery services by the Contractor under that Task Order Contract. However, a Task Order Contract cannot change any of the terms and conditions of this Contract. In the event of any conflict between the terms and conditions of this Contract and a Task Order Contract and/or a Statement of Work attached thereto, the terms and conditions of this Contract shall control. A Task Order Contract only describes the work to be performed under its accompanying Statement of Work and Budget. The Contractor is authorized only to provide and perform those services that have been authorized in a given Task Order the Contract's Statement of Work. The period of performance of any Task Order Contract may exceed the performance period allowed under this Contract, but in no case can the period of performance of any Task Order Contract exceed five (5) years.

3. Task Order Contracts may be renewed, extended, and/or modified by way of the Contract Amendment process outlined in the Task Order Contract, in accordance with State fiscal rules. However, as mentioned above, in no case can a Task Order Contract or any Task Order Contract amendment modify the terms and conditions of this Contract. Any changes to this Contract must be done pursuant to the terms and conditions of the General Provisions of this Contract.

4. Work/services will be defined, negotiated, and ordered from time to time by a Task Order Contract between the parties. If the State has need of services and determines that the Contractor is the appropriate entity to provide those services, the State will contact the appropriate representatives of the Contractor and discuss the services needed. The State shall provide a definition of the requirements to the Contractor. The State and the Contractor will negotiate a statement of work, budget, including applicable time frames for work performance and associated costs. The State will then memorialize the agreed upon statement of work and budget within the Task Order Contract.

5. Upon negotiation and agreement by the parties regarding the scope of the project, the price/cost ceiling, the time for performance and other applicable terms and conditions, a Task Order Contract, in substantially the form attached herein as Exhibit Two, shall be prepared by the State. Following acceptance of the Task Order Contract terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the work, method of payment and project plan, the authorized representatives of the Contractor will sign a minimum of three (3) Task Order Contract originals. Upon signature by the State and the State Controller or delegee and delivery of a fully signed original Task Order Contract to the Contractor, the Contractor shall undertake performance of the specified projects and will perform such projects in a manner inspiring confidence that such projects will be

successfully completed within the time frame and price range agreed to in the Task Order Contract. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various project's status. To ensure delivery of the services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the work on a periodic basis.

6. Performance of work and payment for a project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order Contract. The Contractor warrants that upon negotiation and acceptance of the Task Order Contract, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order Contract. The State's financial commitment stated in the Task Order Contract shall not be considered valid until the State Controller or a delegate executes the Task Order Contract, a fully signed Task Order Contract is received by the Contractor, and Contractor commences performance under the specific Task Order Contract.

7. The Contractor shall be assigned work on a Task Order Contract basis, and shall begin performance of assigned tasks only upon receipt of a fully executed Task Order Contract setting forth the specific work to be performed.

8. The Contractor, with the prior approval of the State, may subcontract the performance of some, or all, of the services provided under a Task Order Contract through a subcontract, teaming, joint venture and/or partnership arrangement or other affiliate arrangement, as determined by the Contractor. However, in all cases the Contractor shall remain solely responsible to the State for the timely and complete performance of all contract deliverables. The Contractor shall cause all of its subcontractors and affiliates to comply with all terms and conditions of this Contract and the applicable Task Order Contract. The Contractor, at the request of the State, shall provide background information with respect to all subcontractors and affiliates, the Contractor desires to utilize or include in the performance of work under any Task Order Contract.

Exhibit 2

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. *** **********

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on mm/dd/yyyy, with routing number xxxxxxxxxxxxxxxxx.

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

CONTRACTOR:

CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE:

BILLING STATEMENTS RECEIVED:
>select one<

CORE ENCUMBRANCE NUMBER:
****

STATUTORY AUTHORITY:

TERM:

This contract shall be effective upon approval by the State Controller, or designee, or on mm/dd/yyyy, whichever is later. The contract shall end on mm/dd/yyyy.

CLASSIFICATION: >select one<

CONTRACT PRICE NOT TO EXCEED:

PROCUREMENT METHOD:

>select one<

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS:

OTHER FUNDING DOLLARS:

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

LAW SPECIFIED VENDOR STATUTE:

FY**:

FY**:

STATE REPRESENTATIVE:

FY**:

FY**:

FY**:

PRICE STRUCTURE: >select one<

CONTRACTOR REPRESENTATIVE:

SAMPLE

PROJECT DESCRIPTION:

>Insert a brief summary of the statutory or regulatory requirements of the program and its intended outcome<

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

SAMPLE

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

SAMPLE

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SAMPLE

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:

_____
Legal Name of Contracting Entity

_____
Print Name of Authorized Officer

_____
Signature of Authorized Officer

_____
Date

_____
Print Title of Authorized Officer

STATE OF COLORADO:
JOHN W. HICKENLOOPER, GOVERNOR

By: _____
or Executive Director
Department of Public Health and Environment

Department Program Approval:

By: _____

SAMPLE

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE CONTROLLER:
Robert Jaros, CPA, MBA, JD

By: _____

Date _____

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SAMPLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Modification of Grant Agreement; White River Natio

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Attached is a modification to the 2021 Agreement authorizing the Forest Service to accept $10,000 from Gunnison to support our Forest Protection Officer program

Fiscal Impact: no change; $10,000

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/28/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	5

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
21-CO-11021500-019		1

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Rocky Mountain Region - Center of Excellence 900 Grand Avenue, Glenwood Springs, CO 81601	White River National Forest 620 Main Street, Carbondale, CO 81623
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Gunnison County 200 East Virginia, Suite 104, Gunnison CO 81230	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD: Updates the Agreement Expiration Date to 12/31/2023
☒	CHANGE IN FUNDING: Incorporates County cash funds in the amount of $10,000.00 to be utilized by the U.S. Forest Service for activities and projects within the scope of the collection agreement. Parties agree that any "carry-over" funding from the previous calendar year may be utilized by the U.S. Forest Service for activities and projects within the term of the collection agreement.
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed)

10. ATTACHED DOCUMENTATION (Check all that apply):

☒	Operating Plan – Modification No. 1
☒	Financial Plan – Modification No. 1
☐	Other: Advanced Billing Provision

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): MATTHEW BIRNIE		11.F. NAME (type or print): SCOTT G. FITZWILLIAMS	
11.G. TITLE (type or print): County Manager, Gunnison County, Colorado		11.H. TITLE (type or print): Forest Supervisor, White River National Forest	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**	12.B. DATE SIGNED
_____ DAVE GRAHAM U.S. Forest Service, Grants & Agreements 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 30 minutes 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.

THE U.S. FOREST SERVICE SHALL

ADVANCE BILLING. The maximum total cost liability to the County for this modification is **$10,000.00**. The U.S. Forest Service shall bill the County prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period.

Overhead is assessed at the rate of 0.00 percent. This project is considered to be mutually beneficial to the Cooperator and the U.S. Forest Service. As such, the U.S. Forest Service agrees to waive recovery of indirect costs. Funds provided to the U.S. Forest Service are available for the period of performance of this Agreement.

Billing Method: Lump sum

Billing must be sent to:

Gunnison County
Att.: Juan Guerra
200 East Virginia, Suite 104, Gunnison CO 81230
Email: jguerra@gunnisoncounty.org

Exhibit A: Operating Plan and Financial Plan

The Aspen-Sopris Ranger District will hire and outfit 1 seasonal employee(s)for the purpose of performing the following activities:

Support the management, enforcement and recreation use of the Lead King Loop and other areas around the Town of Marble and Aspen Ranger District area located on the White River National Forest in Gunnison County, Colorado.

When practical, U.S. Forest Service seasonal employee(s) will be certified as Forest Protection Officers in order to effectively enforce regulations.

Programs will emphasize visitor contacts, monitoring, and other activities and duties in support of investigation, protection, management and improvement work on NFS lands.

Exhibit B: Remains Unchanged

Forest Service Agreement # 21-CO-11021500-019 Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				**Subtotal**	**Subtotal**	**Combined Subtotals**
PERSONNEL						
Resource Specialists (List all personnel):		**# of Days**	**$/Day**			
FS GS-6 Front County Ranger		54	$ 175.00	$9,500.00		$9,500.00
(Lump Sum, Holiday Pay, etc)				$0.00		$0.00
				$0.00		$0.00
FS GS-11 FS Prog Mgr Support		3	$ 400.00		$1,200.00	$1,200.00
					$0.00	$0.00
Subtotal, Personnel:		**57.29**		**$9,500.00**	**$1,200.00**	**$10,700.00**
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	**Vehicle Mileage Cost or Airfare Cost**	**# of Trips**	**PerDiem and Lodging**			
Forest Protention Officer (FPO)		1	$500.00	$500.00		$500.00
				$0.00		$0.00
FS Vehicles - Recreation Fleet					$1,500.00	$1,500.00
Subtotal, Travel:	**$0.00**	**1**	**$500.00**	**$500.00**	**$1,500.00**	**$2,000.00**
EQUIPMENT						
Name and Type of Equipment:		**Unit Cost**	**Quantity**			
				$0.00		$0.00
				$0.00		$0.00
					$0.00	$0.00
Subtotal, Equipment:		**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**
SUPPLIES						
Name and Type of Supplies:		**Unit Cost**	**Quantity**			
				$0.00		$0.00
				$0.00		$0.00
Uniform, Boots, Tools, Misc Supplies, etc.					$1,000.00	$1,000.00
Subtotal, Supplies:		**$0.00**	**0**	**$0.00**	**$1,000.00**	**$1,000.00**

CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
				$0.00
				$0.00
				$0.00
Subtotal, Contractual:			**$0.00**	**$0.00**	**$0.00**
OTHER				
Describe Other Costs of the Project:				
				$0.00
				$0.00
				$0.00
Subtotal, Other:			**$0.00**	**$0.00**	**$0.00**
TOTAL DIRECT CHARGES			**$10,000.00**	**$3,700.00**	**$13,700.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**	0.0%	**$0.00**	$444.00	**$444**
Total Party Costs			**$10,000.00**	**$4,144.00**	**$14,144.00**
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES			**Cooperator Contribution**		
TOTAL CHARGES					**$0.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**	0.0%			**$0.00**
Total Pass-Through Costs					**$0.00**
TOTAL PROJECT COSTS					**$14,144.00**

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 45 minutes 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: Sublease Amendment Agreement: Gunnison Funeral Ser

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Funeral Services

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

Summary:

Sublease Amendment Agreement for continuation of shared space for Coroner's Office at 106 S Taylor St. #2

Fiscal Impact: No change

Submitted by: Michael Barnes **Submitter's Email Address:** mbarnes@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/28/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

SUBLEASE AMENDMENT AGREEMENT

This Sublease Amendment Agreement (the "Amendment Agreement") is made and entered into this _____ day of _____, 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the "County") and GUNNISON FUNERAL SERVICES, L.L.C., a Colorado limited liability company, whose address is 106 S. Taylor, #2, Gunnison, CO 81230 ("Gunnison Funeral").

WHEREAS, a sublease, titled Agreement Regarding Payment for Coroner's Work Space, was entered into by and between the County and Gunnison Funeral on March 23, 2021 ("Agreement"); and

WHEREAS, Paragraph 2 of the Agreement provided that the Agreement and attending sublease shall terminate on April 1, 2022, unless extended by mutual written agreement of the County and Gunnison Funeral; and

WHERAS, the County and Gunnison Funeral desire to amend the Agreement by extending the term of the sublease for the Coroner's Work Space, as that term is defined by the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Gunnison Funeral agree to amend the Agreement as follows:

2. TERM.

The term of this Agreement shall commence on April 1, 2022 and shall terminate on April 1, 2023 ("Term"), unless otherwise terminated pursuant to the terms of this Agreement, or extended by written amendment of this Agreement duly executed by the County and Gunnison Funeral on or before the expiration of the Term.

Except as amended above, all other terms and conditions of the Agreement shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment and Extension Agreement as of the date listed above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON FUNERAL SERVICES, L.L.C.,
a Colorado limited liability company

By: _____
Kelly Crippin, Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Bipartisan Infrastructure Law Grant Ap

Action Requested: County Manager Signature

Parties to the Agreement: Federal Aviation Administration and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** AIG-3-08-0300

Summary:

Bipartisan Infrastructure Law grant application for FY22 allocation in the amount of $1,023,462.00 to be used for the Terminal Rehabilitation Construction Project.

Fiscal Impact: FAA: $1,023,462; CDOT: $56,859; Local: $56,859

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/24/2022

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

Comments:
Note the requirements that require certain language to be inserted into contracts and leases involving the airport. Recommend Airport be mindful of this with regard to future agreements. MRH 3-18-22.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/18/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

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

Agenda Date: 4/5/2022

Revised April 2015

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
.	KGUC

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
80030	AIG-3-08-0030

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Gunnison County Board of Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
84-6000770	1331152200000

d. Address:

* Street1:	519 Rio Grande Avenue
Street2:	
* City:	Gunnison
County/Parish:	
* State:	CO: Colorado
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	81230

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Rick
Middle Name:			
* Last Name:	Lamport		
Suffix:			

Title:	Airport Manager

Organizational Affiliation:

* Telephone Number:	970-641-2304	Fax Number:	970-641-8559

* Email:	rlamport@gunnisoncounty.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Infrastructure Grant (AIG)

*** 12. Funding Opportunity Number:**

.

* Title:

.

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Airport Terminal Rehabilitation and Expansion. Construction: Improving code compliance, HVAC and electrical systems, screening/baggage, holdrooms, jet bridges.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3rd

* b. Program/Project: 3rd

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2022

* b. End Date: 02/28/2026

18. Estimated Funding ($):

* a. Federal	1,023,462.00
* b. Applicant	56,859.00
* c. State	56,859.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,137,180.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Matthew

Middle Name:

* Last Name: Birnie

Suffix:

* Title: County Manager

* Telephone Number: 970-641-0248

Fax Number:

* Email: mbirnie@gunnisoncounty.org

* Signature of Authorized Representative: .

* Date Signed: .

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative 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 Sponsor, 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 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 Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative 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 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Section 13-103 of the Gunnison County Land Use Resolution includes a restriction on structural heights, and states that there shall be no interfernce with established airport flight paths or structural heights restrictions within airport influence zones.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The County is not in default on any obligation to the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Project consultation has occured with airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Item 7 is Not Applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Item 10a is Not Applicable to this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Item 10b is Not Applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Item 10c is Not Applicable to this project.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,137,180
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 1,137,180
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			0
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			1,137,180
18. **Subtotal** (Lines 16 through 17)			$ 1,137,180
19. Federal Share requested of Line 18			1,023,462
20. Grantee share			56,859
21. Other shares			56,859
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 1,137,180

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	56,859
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 56,859
25. Other Shares	**Amount**
a. State	56,859
b. Other	
c. **TOTAL** - Other Shares	$ 56,859
26. TOTAL NON-FEDERAL FINANCING	$ 113,718

SECTION E – REMARKS
(Attach sheets if additional space is required)

1. Standard DOT Title VI Assurances
2. Certification for Contracts, Grants, Loans, and Cooperative Agreements
3. Title VI Pre-Award Sponsor Checklist
4. Sponsor Certifications
5. Current FAA Advisory Circulars
6. Airport Sponsor Assurances

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Airport Terminal Rehabilitation

AIRPORT: Gunnison Crested Butte Regional Airport

1. Objective:

Renovate and expand the existing terminal building, construction phase.

2. Benefits Anticipated:

This project will benefit airport by: improving code compliance issues, replace HVAC and electrical systems, reconfigure spaces to provide improved screening areas, improve baggage make-up and delivery areas, increase hold room space and passenger flow, replace existing jet bridges.

3. Approach: (See approved Scope of Work in Final Application)

1. The terminal renovation and expansion project is being implemented by way of a phased construction plan. While complex, this phased approach allows for all critical airport functions to remain operational during the entirety of construction. 2. Due to the extensive nature of the renovation and expansion, the Sponsor is taking this opportunity to make significant improvements throughout the terminal in order to minimize future disruptions. As such, activities such as the exterior building envelope improvements are constrained by the climate and seasonal construction windows. Additionally, new mechanical and electrical improvements throughout will justify their investment by way of improved energy efficiency and reduced operating costs. 3. Major milestones, such as changes in airline service levels, have been identified as major milestones to complete critical components of the project. Construction is currently anticipated to be complete by July 2023 with a phased turnover of public spaces.
4. In addition to continual communication between the Sponsor, the general contractor and the architect, direct lines of communication with the stakeholders have been established, including the airlines and TSA in order to minimize any inconveniences and address any potential issues that may arise during construction.

4. Geographic Location:

Gunnison, Colorado.

5. If Applicable, Provide Additional Information:

Not Applicable.

6. Sponsor's Representative: (include address & telephone number)

Matthew Birnie
Gunnison County Manager
200 East Virginia, Suite #104, Gunnison, CO 81230, 970-641-0248

Submit by Email

STANDARD DOT TITLE VI ASSURANCES

Gunnison County Board of Commissioners (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground 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 applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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 Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Gunnison County Board of Commissioners
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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 lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with 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.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 grounds of race, color, or national origin shall 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises 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.

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 of Lobby 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 subrecipents 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.

Signed _____ Date _____

Sponsor's Authorized Representative

Title Matthew Birnie, County Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Gunnison Crested Butte Regional Airport/Gunnison County Board of Commissioners

AIP #: AIG 3-08-0030-

Project Description(s): Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☐ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☐ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☐ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☐ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. 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);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

    a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

    b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

        1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

        2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

    c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

    d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

    e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

    f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

    g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

    h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, 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.

c. Duration.

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, 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 and airport concession 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."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses 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 sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.

f. It will provide for such methods of administration for the program as are found by the Secretary 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.

g. It 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.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

    It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

    It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

    a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

        1) Describes the requests;

        2) Provides an explanation as to why the requests could not be accommodated; and

        3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

    b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications ~~were applied or~~ will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor ~~were or~~ will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project ~~was or~~ will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement ~~has been or~~ will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) ~~has been or~~ will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work ~~has been or~~ will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees ~~have been or~~ will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. 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.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Gunnison Crested Butte Regional Airport
Address: 711 Rio Grande Avenue, Gunnison, CO 81230

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct ~~is or~~ will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). ~~was or~~ will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☐ Yes ☐ No ☒ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor ~~has requested or~~ will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 ~~contain or~~ will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 ~~contain or~~ will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures ~~are in place or~~ will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) ~~include or~~ will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is ~~included or will~~ be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification ~~does not use or~~ will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings ~~comply or~~ will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☐ N/A

12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☐ Yes ☐ No ☒ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.

   ☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they ~~have been~~ or will be extinguished, modified, or subordinated.

   ☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

    ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

    ☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

    ☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ~~ensure or~~ will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor ~~has excluded or~~ will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has ~~publicized or~~ will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified ~~or will verify~~ that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor ~~has prepared or~~ will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor ~~has incorporated or~~ will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor ~~has established or~~ will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor ~~is not using or~~ will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison Crested Butte Regional Airport

Project Number: AIG-3-08-0030-

Description of Work: Airport Terminal Rehabilitation and Expansion which includes: improving code compliance, HVAC and electrical systems, screening/baggage, increase holdroom space, replace jet bridges.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

CERTIFICATION REGARDING LOBBYING

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 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 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 of Lobbying 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Gunnison County / Gunnison Crested Butte Regional Airport

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Matthew | Middle Name:

* Last Name: Birnie | Suffix:

* Title: County Manager

* SIGNATURE: | * DATE:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ackn of CM Signature; Rental Agreement; Power Scre

Action Requested: County Manager Signature

Parties to the Agreement: Power Screening and Gunnison County

Term Begins: Approximately 4/1/202 **Term Ends:** **Grant Contract #:**

Summary:

The landfill needs to grind trees that are too big to be burned need to be ground to comply with CDPHE regulations.

Fiscal Impact: $45,000.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:
I just did a quick analysis of the landfill fund, it can easily absorb this new cost.

Will be part of budget amendment in December

Reviewed by: Discharge Date: 4/1/2022

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 4/1/2022

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/5/2022

Revised April 2015

POWER SCREENING
Equipment • Rentals • Parts • Service
Albuquerque | Denver | Salt Lake City

9725 Brighton Road
Henderson, CO 80640
O: 303-287-0100

LESSOR: POWER SCREENING, LLC
LESSEE: Gunnison County
LESSEE'S PHYSICAL ADDRESS: 195 Basin Park Dr, Gunnison CO. 81230
LESSEE'S MAILING ADDRESS: 200 E. Virginia Ave, Gunnison CO. 81230

LEASE NO. _____
P.O. NO. Marlene Crosby

☐ Addendum Attached

1. DEMO and/or LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following personal property (herein called "Equipment") upon the terms and conditions set forth:

Year	Manufacturer	Model No.	Unit No.	Serial No.	Purchase Price
2020	Komptech	Crambo 6000	555	469145	$850,000.00

☐ Lessee accepts the same terms and conditions herein for Equipment on Demo; where the first 8 hours of Equipment usage will be waived.

Lessee is responsible for costs accrued for transporting the Equipment to the Place of Installation and returning it to Lessor at Lessee's expense using a qualified and fully insured carrier. Risk of loss is assumed by Lessee when Lessee or Lessee's carrier takes possession of the Equipment for transportation and remains with Lessee until the Equipment is returned to Lessor, this includes Demo equipment.

Place of Installation: Address: 1000 County Rd 42C City: Gunnison State: CO Zip: 81230
Site Contact: Eric Karr Phone #: (970) 901-7708
RETURN OF EQUIPMENT. Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at Lessor's facility at 9725 Brighton Rd, Henderson CO. 80640 or such other place as Lessor designates in writing.

2. TERMS AND RENT. The terms of this lease for each item of Equipment and Other Fees shall commence upon delivery of the Equipment to Lessee, and shall continue for a period of ☐ 8 hour Demo and/or: 1 (☐ weeks) (☑ months), which shall be the minimum renewal period. As rent for the Equipment throughout the term hereof, Lessee agrees to pay Lessor the sum of $39,000 (☐ week) (☑ month) beginning April 4, 2022 and the same amount on the same day of each consecutive (☐ week) (☑ month) thereafter for the term hereof.
One day is considered 8 hours, one week is considered 7 days or 40 hours, and one month is considered 28 days, billing occurs on whichever comes first. Payments shall be payable at the office of Lessor or at any place otherwise designated by Lessor. THE RENTAL RATES SET FORTH IN THIS CONTRACT DO NOT INCLUDE EITHER SALES OR USE TAX. WHERE STATE LAW PROVIDES FOR EITHER SALES OR USE TAX, THE RENTAL RATES ARE SUBJECT TO THIS TAX IF AND WHEN INCURRED. OPERATION OF EQUIPMENT IN EXCESS OF 40 HOURS PER WEEK OR 176 HOURS PER MONTH IS SUBJECT TO ADDITIONAL RENTAL CHARGES AT THE RATE OF $325.00 PER HOUR. A one-time cleaning fee of $350.00 will be applied upon return of the equipment to the Lessor.

OTHER FEES: If checked these fees will be considered additional rent for the equipment herein this Lease.

☐ WEAR charges, $45 per hour for Impactor Blow Bars and Chamber Wear
☐ WEAR charges, $25 per hour for Schredder Wear
☐ LINER FEE charges, $14 per hour
☐ SCREEN FEE charges, ____ PER WEEK / ____ PER MONTH
☐ PUNCH PLATE FEE charges, ____ PER WEEK / ____ PER MONTH
☐ OTHER: _____ charges, ____ PER HOUR / ____ PER WEEK / ____ PER MONTH
☐ OTHER: _____ charges, ____ PER HOUR / ____ PER WEEK / ____ PER MONTH

Customer initials MR

☐ If this box is checked, Lessee will purchase their own screens for the period of this Lease and no screen fees will be applied. Should Lessee decide they want to purchase their own screens during this lease Lessee will not receive credit or be void of any fees agreed to herein.

3. ADDITIONAL EQUIPMENT. Upon the approval of Lessor, additional items of Equipment may be subjected to the terms of this Lease for such term and at such rates as may be mutually agreed upon. Such additional Equipment will be described in a supplemental schedule and this Lease shall apply to such additional Equipment as though presently set forth herein.

4. WARRANTIES. Lessee agrees that it has selected each item of Equipment based on its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTIES AS TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR ANY DAMAGES. INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF USE OF THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment or any part thereof.

5. The Lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or Equipment and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal; which may be levied on said Equipment while in the possession of the Lessee. Nothing in this paragraph is to be construed as meaning that the Lessee is to pay the personal property tax levied against the machinery when said machinery is delivered within the home state of the Lessor, as in this case the Lessor is to pay his own personal property tax. In the event the Equipment is rented outside the home state of the Lessor, any and all taxes assessed against the machinery, including personal property tax are to be paid by the Lessee; the words "home state" to mean any state in which the Lessor has a home office or warehousing branch.

6. TITLE. Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. The Equipment shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment or as a result of its attachment to realty.

7. USE: ASSIGNMENT. Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel only, in accordance with applicable governmental regulations, if any, and for business purposes only. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Lease or the Equipment or to remove the Equipment from its place of installation without Lessor's written consent.

8. LESSEE'S DEFAULT. The following events shall constitute defaults on the part of the Lessee hereunder: The failure of the Lessee to pay any installment or rental promptly when the same shall become due; any breach or failure of the Lessee to perform any of its other obligations hereunder; the insolvency or bankruptcy of the Lessee or the making of the Lessee an assignment for the benefit of creditors, or the consent of the Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for the Lessee or for a substantial part of its property; the institution by or against the Lessee of bankruptcy, reorganization, arrangement, or insolvency proceedings. Upon the occurrence of any such event, Lessor may at its option declare this Lease to be in default and may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion shall elect, to the extent permitted by applicable law then in effect: (a) cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor at Lessee's expense, promptly return any or all Equipment to Lessor in accordance with all of the terms of Paragraph 12 hereof, or Lessor, at its option, may enter upon the premises where such Equipment is located and take immediate possession of and remove the same, all without liability to Lessor for damage to property or otherwise; (b) sell any or all of the Equipment at public or private sale, with or without notice to Lessee of advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereof; (c) by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified on such notice and amount (plus interest thereon at the rate of 18% per annum from said date to the date of actual payment) equal to all unpaid rent payments which absent a default would have been payable hereunder for the full term thereof; and or (d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Lease as to any or all Equipment. In addition, Lessee shall continue to be liable for all indemnities under this Lease and for all legal fees and costs and expenses resulting from the foregoing defaults or the exercise of the Lessor's remedies, including placing any Equipment in the condition required by Paragraph 10 hereof. No remedy referred to in this Paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a wavier any of the Lessor's rights. All accounts no paid when due are subject to a monthly service charge of 1-½ %.

9. NOTICES. Any notice and demands required to be given hereunder shall be given to the parties in writing and by regular mail at the address herein set forth, or to such other address as the parties may hereunder substitute by written notice.

10. REPAIRS, LOSS AND DAMAGE. Lessee at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanisms, and devices shall immediately become the property of the Lessor and part of the Equipment for all purposes hereof. In the event that any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event condemnation, confiscation, theft or seizure or requisition of title to or use of such item, Lessee shall promptly pay to Lessor an amount equal to the aggregate unpaid purchase price (purchase price less all lease payments), whereupon such items shall become the property of Lessee and Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, and interest, if any, therein.

11. INSURANCE. Lessee shall obtain on the Equipment, at its own expense, property damage and liability insurance in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor, provided, however, that the amount of property damage insurance shall not be less than the greater of the unpaid purchase price or the installments of rent then remaining unpaid hereunder. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and shall contain a clause requiring the insurer to give to Lessor at least (10) days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance carrier or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance or to advice Lessee in the event such insurance shall not comply with the requirements listed hereof. **Equipment will not leave the Lessor's facilities until a certificate of insurance or satisfactory evidence of insurance coverage is provided by the Lessee to the Lessor.**

12. RETURN OF EQUIPMENT. Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at such location as Lessor shall designate.

Customer initials

13. NON-CANCELLABLE LEASE. This Lease cannot be cancelled or terminated except as expressly provided herein.

14. MISCELLANEOUS. Any provision of this Lease, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions thereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof unenforceable in any respect. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. Time is of the essence in this Lease. The captions in this Lease are for convenience only and shall not define or limit any of the terms hereof. This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado, including all matters of construction, validity and performance.

15. The parties agree that exclusive venue for any legal action arising out of this Lease shall be in the District Court of Adams County, Colorado, or if federal jurisdiction is mandatory, the U.S. District Court for the District of Colorado in Denver. The parties further agree that if Lessor institutes legal action to collect sums owed to it pursuant to this Lease and prevails, Lessee shall pay Lessor's reasonable attorneys fees and costs. The Parties waive trial by jury.

16. This Lease may not be modified, except in a writing signed by both parties.

17. If Lessee is a corporation, LLC, or similar entity, Lessee represents that it is solvent and that it has the present ability to make payment as required by this Contract.

18. In the event Lessor is unable to carry out its obligations under this Lease due to war, strike, accident, terrorism, acts of God, or any other cause beyond its control, it may, at its option, suspend or terminate this Lease, and shall be paid a reasonable price for all work and expenses incurred in attempting to perform this Lease.

19. All leased equipment leaving Lessor's property will contain fuel at 25% of the fuel tank capacity, at minimum. The Lessee must return the leased equipment to Lessor with fuel at a minimum of 25% of the fuel tank capacity. Lessee agrees to pay for the fuel required to reach the 25% fuel tank capacity at a rate of $7.00 per gallon used.

20. 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.

If the Equipment is purchased within 30 days from the date of this Lease, all monies will go towards the purchase price.

THIS LEASE, consisting of the foregoing, and the REVERSE SIDE HEREOF, and any addendums that are so labeled and signed by an authorized officer or director of Lessor, correctly sets forth the final and entire Lease between Lessor and Lessee. The parties intended this Lease to be a complete and exclusive statement of their Lease. No Lease or understandings shall be binding on either of the parties hereto unless specifically set forth in this Lease, and all prior communications are merged into this Lease. The term "Lessee" as used herein shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

By execution hereof, the signer hereby certified that he has read this Lease, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this lease on behalf of Lessee.

SALES REP: Jim Clubb

LESSEE: Gunnison County

LESSEE SIGNATURE: _____ Date: 3-24-2022

Gunnison County Manager

POWER SCREENING, LLC. REP SIGNATURE: _____ Date: _____

LESSEE ELECTRONIC INVOICING CONTACT:

NAME:

PHONE #:

EMAIL:

LESSEE SURVEY CONTACT:

NAME:

PHONE #:

EMAIL:

Customer initials _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Health Resources and Services Adminis

Action Requested: Motion

Parties to the Agreement: Gunnison County - HRSA

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

Summary:

HRSA grant application for behavioral health - due in grants.gov April 19th

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: 3/30/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 3/31/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/1/2022

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

Agenda Date: 4/5/2022

Revised April 2015

Project Abstract

Project Title	Gunnison County Consortium (GCC) - BHCS	
Requested Award Amount:	$2,000,000	
Organization Name:	Gunnison County	
Address	200 East Virginia Ave. Gunnison, CO 81230	
Organization Facility Type:	Government/Community-based Organization	
Project Director	**Name:**	Kari Commerford
	Title:	Director of the Department of Juvenile Services
	Phone number:	970-642-7393
	Email address:	kcommerford@gunnisoncounty.org
Data Coordinator	**Name:**	John Powell
	Title:	Data and Communications Coordinator
	Phone number:	970-642-7396
	Email address:	jpowell@gunnisoncounty.org
EIN/DUNS:	84-6000770/1331152200000	
How the Applicant First heard of the Funding Opportunity:	HRSA Project Officer	
Contributing Consortium Members and Stakeholders	Center for Mental Health, Health and Human Services, Western Colorado University, Health Coalition of the Gunnison Valley, Gunnison Valley Health Foundation, Gunnison Valley Hospital, Project Hope, GVH/CMH Peer Support Specialist, Early Childhood Council, District Court Judge, Gunnison Chief of Police, Juvenile Services, Cattleman's Days Tough Enough to Wear Pink, recovery community	
Previous grant recipient:	FY19 ROCRP-Planning, FY 2021 Implementation III	

Brief Description of the Target Population:	Gunnison County is designated as a frontier county located in south central Colorado. With a population under 18,000, there are fewer than 5 people per square mile. Approximately one third of Gunnison County residents are between the ages of 18 and 34 years old. According to a recent study on opioid use disorder in rural areas, populations with the highest rates of opioid misuse include adolescents ages 12-19 and adults ages 20-29.[1] The larger-than-average number of young adults in Gunnison County increases the risks of opioid use disorder within the County. Efforts will address all Gunnison County residents with emphasis on the 12-40 year old population.
Target Service Area	Gunnison County, CO

[1] Maine Rural Health Research Center Research & Policy Brief, Rural Opioid Abuse: Prevalence and User Characteristics, PB-63-1 February 2016

INTRODUCTION

In June of 2019 Gunnison County was awarded the Health Resources Service Administration (HRSA) Rural Communities Opioid Response Planning grant (RCORP), and the Gunnison County Consortium (GCC) was formed. GCC initially consisted of 5 key organizations; GCSAPP, Gunnison County Health and Human Services, the Health Coalition of the Gunnison Valley, Gunnison Valley Family Physicians and Western Colorado University (WCU). In 2021 Gunnison County was awarded the HRSA Implementation grant and the GCC has grown to over 25 individuals/organizations with signed Memoranda of Understanding (MOU's) from 15 sectors across the community. The leadership now includes Gunnison County Health and Human Services, Gunnison County Juvenile Services, the Health Coalition of the Gunnison Valley, Gunnison Valley Family Physicians, the Center for Mental Health, The Gunnison Valley Health Foundation, Crested Butte State of Mind and Western Colorado University (WCU). GCC now serves as a subgroup of the Gunnison County Community Health Coalition (GCCHC) and uses the Communities that Care framework which is a public health lens to address prevention efforts. The goals of GCC are to decrease morbidity rates due to Substance Use Disorder/Opioid Use Disorder (SUD/OUD), increase treatment services for SUD/OUD, expand current prevention efforts, and bolster and diversify the recovery options in Gunnison County.

In the Winter of 2021, the Gunnison County Community Health Coalition (GCCHC) commissioned the Gunnison County Behavioral Health Needs Assessment (GC BHNA) to assess, interpret, and become more knowledgeable regarding the interplay between economic, cultural, and social factors in relation to behavioral health outcomes. The GCC leadership served as the lead investigators and publishers of the report.

Like an ecosystem, where every bush, tree, rock, animal, and spring play an integral role in the health and wellness of the other, the term "Behavioral Health" attempts to encapsulate the community "ecosystem" that is layered, complex, and deeply connected. Making sense of environmental factors and their contributions on behavior is a tangled web of interactions and decisions. The Consortium defines behavioral health as how environmental factors contribute to mental and physical health outcomes. Environmental factors include, but are not limited to, housing and food insecurity, childcare, incomes, social isolation, home life, and access to, and coordination of health services.

As data will show, the community has community norms favorable towards substance use, which it not a coincidence, but rather engrained with personal freedom, party culture, and local, state, and national policies. Gunnison County behavioral health organizations are tasked with finding solutions for problems that exist in larger urban settings, yet because they exist in a rural setting, they lack the resources – time, people, funding, and space – to adequately meet the increasing demand, and the growing acuity of behavioral health issues.

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one third of county residents are between the ages of 18 and 34 years old. The largest city in this frontier county is the City of Gunnison, which is over 65 miles and two mountain passes from any city with a population of over 25,000 people.[1] With three grocery stores, two pharmacies, and one movie theatre, the lives of Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose

[1] U.S. Census Bureau, QuickFacts, 2018

daughter is dating the pharmacist, whose father is your employer, whose sister is the only psychiatrist who is treating your husband for OUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive.

Gunnison County was established in 1877, one year after Colorado gained its statehood. The early residents were hardy mountain-men and women who trapped fur, mined, ranched and otherwise survived a harsh climate. The rugged geography and brutal winters forced early residents to adopt an independence that can still be seen in the residents. Today, Gunnison County is a tourist destination, home to the world-renowned Crested Butte ski area and also to world-class fishing, mountain biking, and other outdoor adventure activities, with consequential injuries associated with these sports. These factors often attract residents and tourists to the community where lifestyles tend to encourage a festival culture that includes the use of substances as part of the experience. Many hold the belief that living in the high country means getting high; this is one of Gunnison County's biggest community risk factors.

Community survey data collected by the Juvenile Services Department of Gunnison County in 2017 and 2020 reflects a high acceptance of both alcohol and marijuana use across the County. [12] Additionally, the community has a high availability of substances, both for personal use and economic prosperity. This is seen in the number of marijuana and liquor licenses, community events, as well as individual behavior. Binge drinking rates for adults falls between 22 percent and 25 percent across the County. Substance use is normalized in a largely tourist-based economy. People come to the community to relax and party—a culture that is deeply entrenched within local spheres. Informants listed the strain on the primary care practices and mental health providers when dealing with patients who have become dependent on opioids for physical and emotional pain, the impact on the hospital and emergency room department treating intoxicated patients, and the financial drain on the county services, schools and court system. The 2019 report found a need to address root cause issues including cost of living, housing and food insecurity, and basic needs. These factors contribute to toxic stress on families including children who are adversely impacted socially, emotionally, and neurobiologically. Children and youth who experience ongoing toxic stress are more likely to experience poor health outcomes in adulthood, including substance use disorders. [13]

In 2020, southwest Colorado was found to have the highest rate in the State of people seeking treatment for alcohol [10]. This study also found that the rate of people seeking treatment for crack and cocaine nearly doubled from 6.1 to 11.1 per 100,000 from 2019 to 2020. On average, people will abuse substances for 16 years before seeking treatment. After 16 years of enduring the physical and long-term psychological impacts of alcohol, or other substance use, these psychological impacts start to become health issues rather than "problems of living".

In the United States, the primary reason for people not seeking treatment for mental health concerns is the lack of confidence in mental health treatment (37%), followed by a lack of knowledge about what kind of help to seek (33%), preference for self-help (28%), lack of affordability and access (25%), and stigma (24%). [4] Therefore, merely increasing the number of mental health professionals does not directly correlate to more people accessing services. Increasing the behavioral health workforce should coincide with reducing personal barriers for individuals. Creating a behavioral health system that has multiple doors to be able to access services is a more sustainable model than simply increasing the number of licensed professionals. Behavioral health efforts need to be across the lifespan in a continuum of services from upstream prevention to diversified treatment.

As a rural frontier community, one of Gunnison County's most challenging determinant of heath is stigma. With three grocery stores, three pharmacies, and one (recently closed) movie theatre, the lives of

Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose daughter is dating the pharmacist, whose father is your employer, whose sister is the only psychiatrist who is treating your husband for SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs including housing and food security, lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services. Fifty-eight percent of renters pay over 30% of their household income to rent each month and 26% of Gunnison County renters pay over 50% of their household income on rent. While an estimated 83% of children under age six live in households with both parents in the workforce, there were only 368 full-time licensed childcare slots for the 779 children under the age of five (2017).[2] In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community.

The availability of jobs and compensation significantly impacts standard of living and behavioral health. From 2010 to 2019, the County's labor force grew at approximately 0.8 percent per year while the number of adults not in the labor force grew at 2.6 percent per year. This shows that the job growth is less than population growth and is consistent with an aging community.

Tourism, government and retirement accounted for the majority of the County's base industries in 2020[3]. With predominately service sector and retail jobs, overall incomes are relatively low. Labor income averaged $36,678 in 2019 according to IMPLAN data. [15] Tourism is the predominant sector where jobs pay less than $30,000 per year on average. Low wages require many people to work multiple jobs; a study by Headwater Economics found that people in Gunnison County work 1.34 jobs per person on average. [8]

In spite of significant national economic expansion and local economic growth, the lowest income households have not been able to increase their earnings. Labor income has remained relatively flat in Gunnison County over the past five decades and as of 2019 was only about 75 percent of the State's median income. Labor income for health services increased the least of all sectors from 2010 to 2020 showing about 4 percent annual growth. Labor income for health services grew slower from 2017 to 2020 showing 1 percent annual growth. As health care needs have grown the health services industry has struggled to supply wages adequate enough to meet needs and incentivize a workforce.

The Census Bureau determines poverty status by comparing pre-tax cash income against a threshold that is set at three times the cost of a minimum food diet in 1963 and adjusted for family size. This benchmark is widely considered to underestimate poverty. Using this measure in 2019 the Census estimated 13 percent of Gunnison County or 2,251 people live below the Federal Poverty Line (FPL). In addition to

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[2] Gunnison County Early Childhood Landscape, 2017

3 DOLA defines retiree(s) employment in this way:

Retirees: Earnings and employment associated with expenditures made by retirees on local resident services. Retiree income includes transfer payments from the federal government to individuals over age 60 and dividends, interest, and rental income earned by individuals over age 60. These consist primarily of retirement and disability insurance benefit payments, income maintenance, and Veteran's payments. Also included are Medicare and Military medical benefits that are paid for by the Federal government for retirees.

this, the Census estimated that 2,976 county residents were living in households with incomes less than $25,000, a Census category that approximately corresponds to the FPL. City of Gunnison experiences a higher concentration of poverty, with 23 percent of residents living below the FPL.

Applying the Self-Sufficiency Standard to Gunnison County highlights the prevalence of economic and social hardships contributing to behavioral health struggles faced by local residents. Analysis conducted for this study estimates the number of people in Gunnison County living below the Self-Sufficiency Standard to be in a range from 5,180 to 7,416 or 30 to 45 percent of the County's population. The cost of childcare is particularly burdensome on families in Gunnison County.

Although estimates vary, the data analyzed for this assessment show that a significant segment of the County's population do not have the resources to afford basic needs and that they remain at this standard of living. When individuals cannot afford adequate housing, nutrition, health care, they will suffer stress and their behavioral health will decline.

The GCC has demonstrated the ability to successfully engage key stakeholders and community members to create a strategic plan and start implementing prevention, treatment and recovery efforts for individuals and families impacted by SUD/OUD. The GCC is capable of further addressing behavioral health using a comprehensive approach that will focus efforts across the lifespan with emphasis on pregnant mothers/families, families with young children who are struggling with SUD/OUD, youth grades K-12 who have one or more ACE and have a family history of parental ACE's, and adults at risk for SUD/OUD. Efforts will include bi-lingual, socioeconomically/culturally responsive approaches to serve our community members. Efforts will increase strategies to reduce the prevalence and impact of ACE's, improve the community's ability to alleviate social determinates of health barriers and inequities, and address system barriers by establishing linkages to care and empowering individuals to make safer choices. The GCC will work to increase behavioral health workforce by working with Western Colorado University and train community members in mental health first aid and other SUD related trainings.

The GCC will address structural and system level barriers to improve access to integrated behavioral health services by embedding clinical social workers into the RE1-J school system and provide one clinician to provide integrated services to Gunnison County residents accessing services within the Department of Health and Human Services (DHHS). These efforts will connect youth to caring adults by increasing screening, referral and early intervention strategies to youth in the RE1-J school district through the expansion of school clinicians, SBIRT screenings in school and referral to the evidence-based high-fidelity wraparound program. The clinician for Health and Human Services will help connect individuals who are system involved navigate resources and provide support to treatment and recovery options. This position will also help build natural supports for individuals who are working to regain custody of their children and provide follow-up care/case management after cases are closed to help support families in their recovery period. The Program Director and Data Coordinator will lead community discussion/forums in collective impact to help move strategies identified in the Behavioral Health Needs and Gaps Analysis forward and continue to hold dialogue on improving access to integrated behavioral health services.

The GCC will improve the quality and sustainability of rural behavioral health care services through supporting rural health care providers to offer coordinated, evidence based, trauma-informed SUD and other behavioral health care services. Efforts will include ensuring a strong start for children by providing pre and post-natal supports for pregnant and all new families who have are not eligible for the Nurse Family Partnership (NFP) program and are at risk for SUD and by providing in-home parenting programs (Parents as Teachers) that are available for all community members.

Currently limitations of NFP include, being a first-time mother, income less than 200% above poverty line, and education levels lower than a bachelor's degree. Being that we live in a highly educated community, many mothers are missing out on this hugely beneficial program simply because of the degree they hold. Benefits of home visiting program include: decreased risk of depression and anxiety in mothers, improved maternal and newborn health, decreased incidence of child injuries, abuse and neglect, reduced domestic violence and improved coordination and referrals for community resources. This program will increase staff time the GVH OB social worker and 4th trimester program, include women with or at risk of SUD (as screened by the hospital) and ensure that all staff are ACE certified. The 4th trimester program will work directly NFP in order to have shared understanding knowledge of programs, resources and encourages continuous linkage to care for families.

Efforts will also include working with Western Colorado University to increase continuity of care to help connect incoming and current students with identified behavioral health needs with community resources. Peer Health Educators will work with the GCC to help connect students with resources and the GCC will work with administration at WCU to problem-solve ways to improve the quality and coordination of efforts for students.

Gunnison County's Collaborative Management Program (CMP) called the Family Advocacy and Support Team (FAST) will hire a full time bi-lingual Wraparound Facilitator in order to practice High-Fidelity Wraparound in an equitable way. Wraparound is an approach to individualized care planning that builds on the collective action of a committed group of family, friends, community, professional, and cross-system supports mobilizing resources and talents from a variety of sources to address the needs of children/youth with complex mental health challenges and their families. Wraparound Facilitators partner with youth with high needs who and are multi-system involved, their families, a Credentialed Family Support Partner and interdisciplinary team members to support the voice of youth and their families, ensure access to needed resources, and prioritize the family's ownership within their plan of care.

The GCC will improve the capacity of the behavioral health care system to address rural community risk factors and root causes including social determinants of health that affect the behavioral health of rural residents. Efforts will include the strategy of strengthening economic supports to families by providing finical support to families who are lacking basic needs including, but not limited to; food, housing, hygiene products, laundry services, technological needs for telehealth and high-quality childcare to minimize the impact of toxic stress on adults and children. Efforts will also include continuing to educate the community on resources, services and scholarship opportunities. The GCC will work with CB State of Mind to decrease barriers to accessing Mental Health services by providing scholarships that will pay for 6 sessions for wellness or mental health sessions.

The GCC is in a position to address structural- and systems- level barriers to improve rural residents' access to quality, integrated SUD and other behavioral health care services.; improve the quality and sustainability of rural behavioral health care services through supporting rural health care providers; and improve the capacity of the behavioral health care system to address rural community risk factors and root causes including social determinants of health that affect the behavioral health of rural residents.

The GCC has created three subgroups in addition to the leadership, to ensure shared responsibility: Data/Education; Activities, and Recovery/Harm Reduction. Each member of the Leadership Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Leadership Committee members regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

The subgroups meet monthly and GCC meets every other month. There are currently 25 GCC members and 18 Memoranda Of Understanding (MOU's) with committed organizations/individuals; 3 community members with lived experience, Gunnison Valley Hospital (GVH), Coroner's office, Project Hope, Peer Services, Early Childhood Council, Chief Medical Officer for the County, District Court Judge, Physicians, Mental Health professionals, Pharmacists, Public Health, District Attorney, Gunnison Chief of Police, Juvenile Diversion program manager, parents, Tough Enough to Wear Pink- cancer non-profit, and 4 staff members. To address equity, all GCC participants are compensated to be at the table unless otherwise fully compensated by their employer.

Gunnison County has been using a multipronged approach to address opioid misuse and abuse since 2016. Collaboratively, GCC has been working to increase prescriber awareness of data and trends in order to reduce the number of prescriptions given, and has been working on stigma reduction campaigns. Additionally, GCC has been working to increase awareness of overdose recognition and naloxone administration, safe storage, and proper disposal. Also, GCC is implementing evidence-based prevention efforts in the schools. Since its creation in 2019, GCC has conducted a gaps analysis and needs assessment, strategic plan, workforce plan, and sustainability plan for addressing SUD/OUD in our frontier county.

NEEDS ASSESSMENT

Population Demographics

Race	Percent
White	86.5
American Indian/Alaska Native	1.0
Asian	0.4
Black or African American	0.2
Hawaiian or Other Pacific Islander	0.0
Hispanic or Latino	9.6
Not Hispanic or Latino	90.4

Source: U.S. Census

Age	Percent
Under 5 years	4.2
5 to 9 years	4.3
10 to 14 years	4.7
15 to 19 years	8.5
20 to 24 years	15.0
25 to 34 years	13.5
35 to 44 years	12.6
45 to 54 years	11.5
55 to 59 years	5.6
60 to 64 years	6.2
65 to 74 years	9.0
75 to 84 years	3.5
85 years and over	1.3

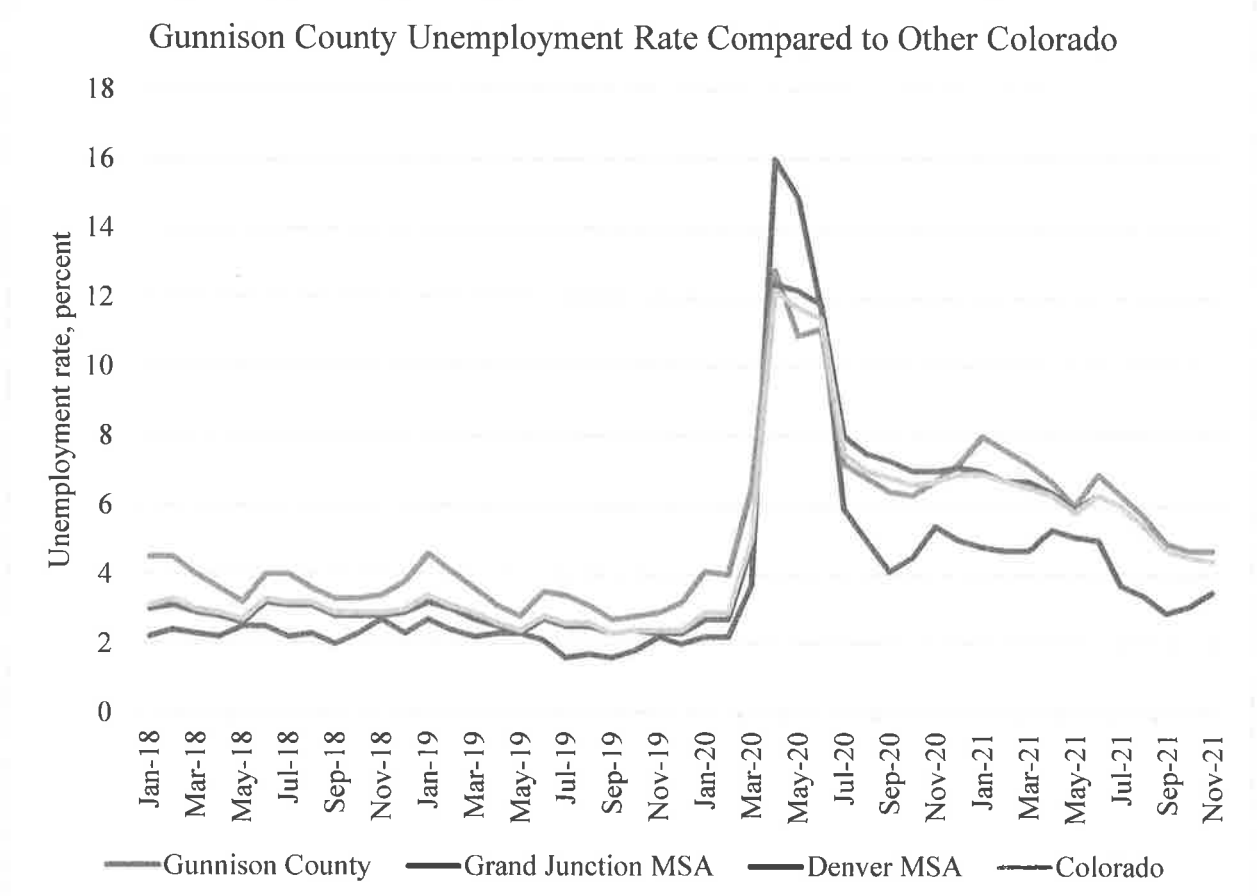
Source: U.S. Census

Sex	Percent
Male	54.4

Female	45.6

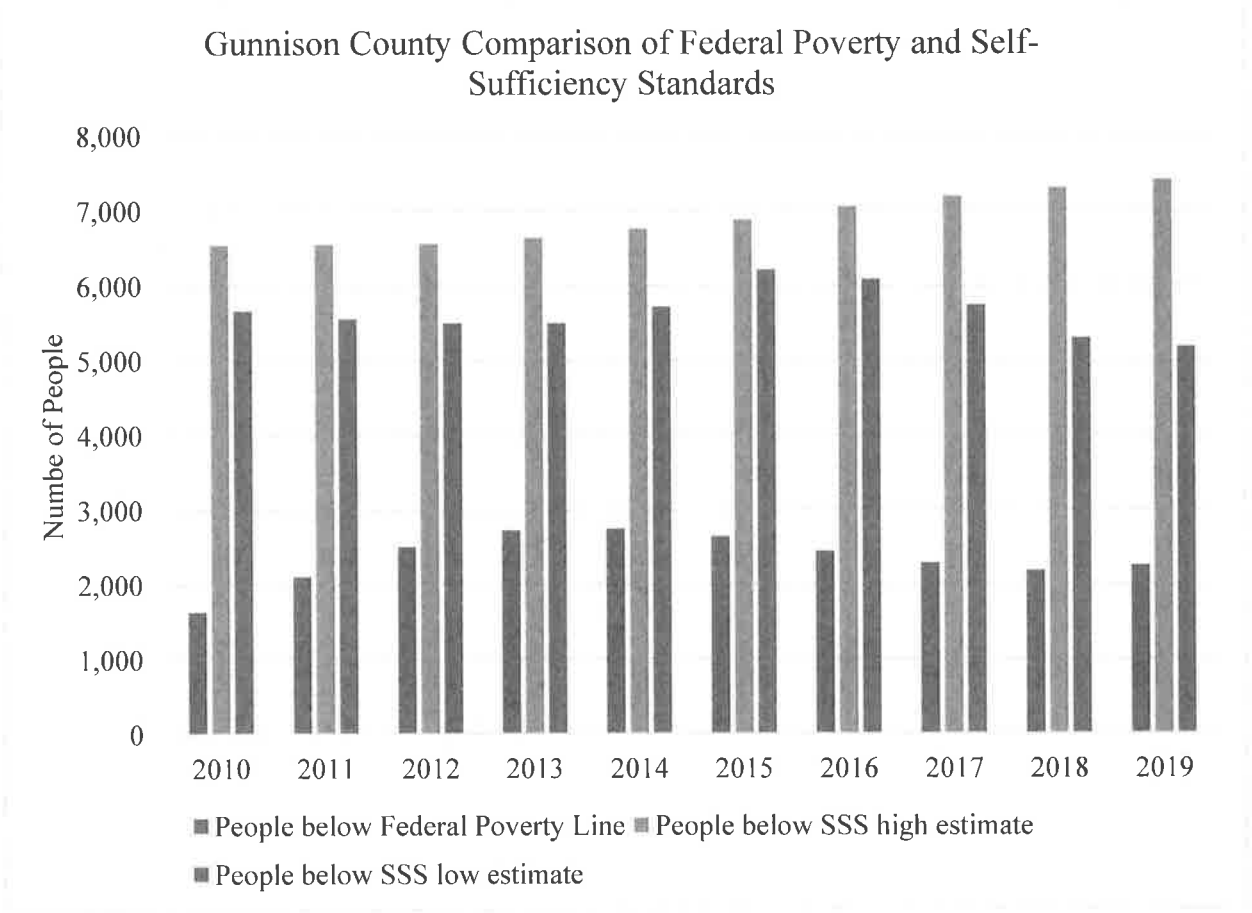
Source: U.S. Census

Unemployment Rate in Gunnison County



Prior to the pandemic, unemployment in Gunnison County was rather low, at around 2 percent. The pandemic caused Gunnison County's unemployment rate to spike higher than that of the state's metro

areas as well as Colorado as a whole. During the recovery, the County's unemployment rate has dropped faster than that of the metro areas but remains roughly twice the pre-pandemic level. These trends are consistent with a tourism-dependent economy that outperforms during periods of economic growth but was hit relatively hard by the pandemic.



In 2019, the Census reported 13 percent or 2,251 of County residents were living below the FPL. However, we estimate that between 5,180 and 7,416 people or *31 to 44 percent of the County's population is living below the Self-Sufficiency Standard.*

The 2,251 people below the FPG qualify for federal and state programs such as SNAP, Medicaid, and other public assistance.

Thus, a significant number of people in Gunnison County live between the federal poverty line (FPL) and the Self-Sufficiency Standard. The number of these people is estimated to be from 2,928 to 5,164 or 17 to 31 percent of the County's population. These are the people who make enough to be ineligible for most benefits and are struggling financially. This is the demographic likely accessing non-profit services in the community because they are struggling to meet basic needs without public assistance. This form of chronic poverty is an identified risk factor in the community and is a significant contributor to poor behavioral health outcomes.

Health Insurance Coverage

Looking at insurance coverage, most residents have some type of health coverage, as shown in Table Error! No text of specified style in document.-1. Employer sponsored insurance covers 62 percent. More than a quarter of residents have neither dental nor vision coverage, and 10 percent do not have coverage for prescriptions.

Table Error! No text of specified style in document.**-1. Gunnison County Insurance Coverage 2019**

Insurance coverage	Health	Dental	Vision	Rx
Employer-sponsored	62%	52%	47%	59%
Private	16%	11%	10%	14%
Medicaid	4%	2%	1%	2%
Medicare	13%	2%	4%	8%
Do not have insurance	5%	26%	28%	10%

Source: WCPHP, Consulting Team.

Among the reasons given for not having insurance, "cannot afford to pay for insurance" was the primary reason given.

Further, the WCPHP survey asked, "How well do you feel your health insurance covers your healthcare costs?" Half of those with coverage responded that they felt that their insurance does not cover costs well or only fairly well, as shown in **Table** Error! No text of specified style in document.**-2**. This points to the issue of "underinsurance," in which households may have some form of coverage but remained burdened by the cost of health care.

Table Error! No text of specified style in document.**-2. How Well Insurance Covers Health Care Costs in Gunnison County 2019**

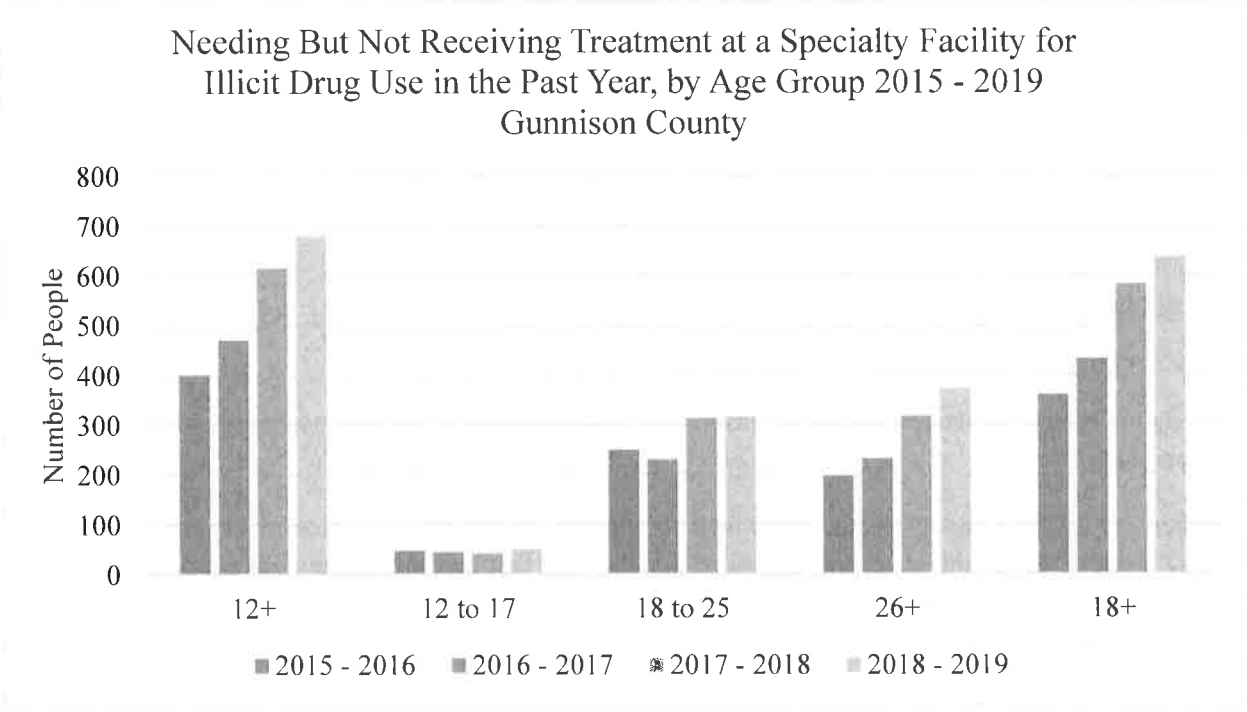
How well does insurance cover costs?	Response
Very well	22%
Well	29%
Fairly well	31%
Not well	19%

Source: WCPHP, Consulting Team.

SUD and Any Mental Illness (AMI) prevalence

Figure Error! No text of specified style in document.**-1** shows an estimated prevalence of people needing but not receiving treatment at a special facility for illicit drug use between 2015 and 2019. The number, which was around 400 for people aged 12 or older from 2015 to 2016, has increased by about 70 percent,

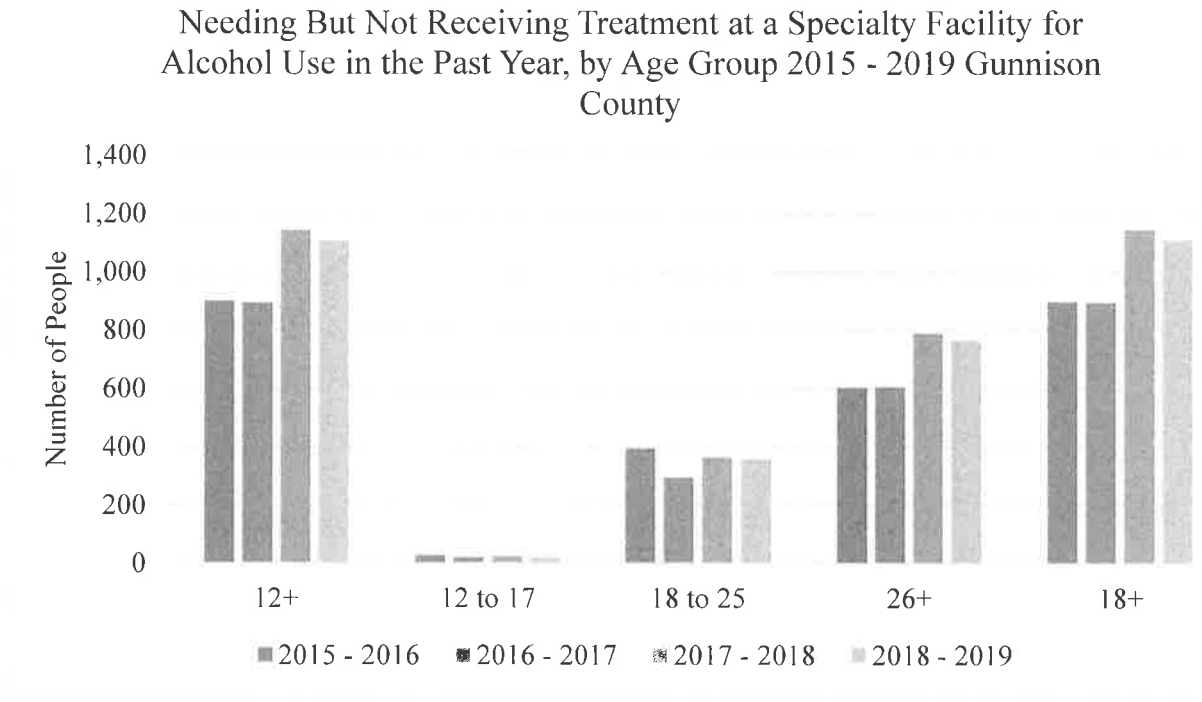
to 679 people now needing treatment in Gunnison County. This cannot be solely attributed to population growth, as the population of Gunnison has grown only 5.7 percent over the same four-year time span. As discussed in Section **Error! Reference source not found.**substance abuse is becoming more acute and problematic. These people might not be seeking treatment because of the lack of treatment options available in Gunnison County.



Source: US Census, SAMHSA

Figure Error! No text of specified style in document.**-1. Estimated Prevalence of those Needing but not Receiving Treatment for Illicit Drug Use in the Past Year**

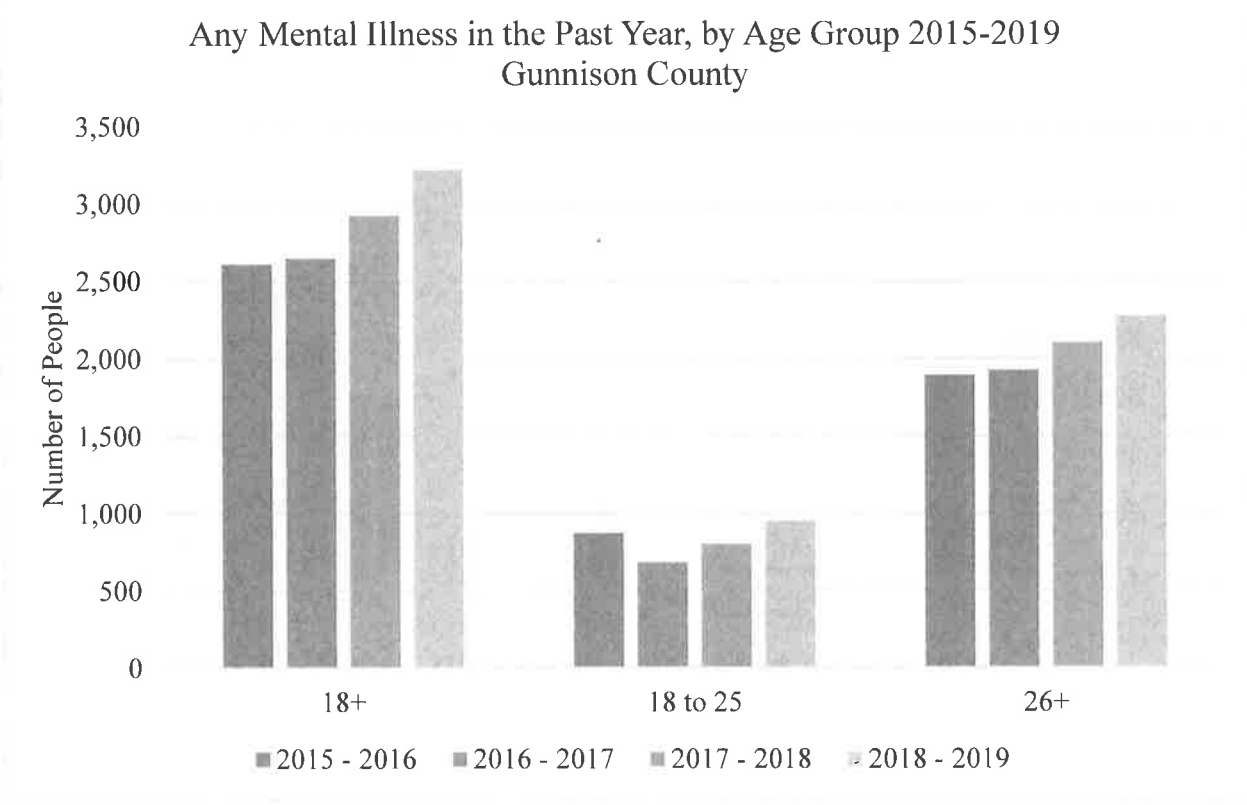
Figure Error! No text of specified style in document.**-1** shows an estimated prevalence of people needing but not receiving treatment at a special facility for drug use disorders between 2015 and 2019. The number, which was around 400 for people aged 12 or older in 2015 to 2016, has increased by about 70 percent, to around 670 people now needing treatment in Gunnison County. This cannot be solely attributed to population growth, as the population of Gunnison has grown by about 11 percent in the last ten years. As discussed in section 8.2.2, substance abuse is becoming more acute and problematic. These people might not be seeking treatment because of the lack of treatment options available in Gunnison County. This group might decrease with the introduction of MAT services; however, other barriers including stigma, rejecting help, not thinking they have a problem, lack of access to other intermediate care are contributing to people not receiving treatment.



Source: US Census, SAMHSA

Figure Error! No text of specified style in document.**-2. Estimated Prevalence of those Needing but not Receiving Treatment for Alcohol Use in the Past Year**

Figure Error! No text of specified style in document.**-2** shows that the estimated number of people needing but not seeking treatment at a specialty facility for alcohol is approximately 1,100, after increasing by roughly 200 from the 2015 to 2017 period to the 2017 to 2019 period. About 420 more people are needing but not receiving treatment for alcohol use disorders than those with drug use disorders. As discussed in the literature review, Tolle's report shows that Southwest Colorado remains high above the rest of the state for those seeking treatment for alcohol use disorders [11]. In 2019, the Southwest region had more people seeking treatment for alcohol than any other region, at 501.9 per 100,000, or 0.5 percent; however, by estimates in **Figure** Error! No text of specified style in document.**-2**, 6.6 percent of people 18 and older needed but did not receive treatment for alcohol use disorders in 2019 in Gunnison County [11]. Approximately 1,024 people needed but did not receive treatment for alcohol use disorders in a special facility in Gunnison County in 2019. Those struggling with alcohol abuse find themselves with minimal options for support other than Alcoholics Anonymous (AA) and Celebrate Recovery. There are no special facilities for either drug use disorders or alcohol use disorders in the County other than MAT services. Addressing economic and social factors in ways such as improving housing conditions, increasing incomes, and expanding behavioral health programs can mitigate the struggles of this population.



Source: US Census, SAMHSA

Figure Error! No text of specified style in document.**-3. Prevalence of Mental Illness in the Past Year**

Figure Error! No text of specified style in document.**-3** shows that the estimated number of people 18 or older with any mental illness in the past year has grown by 23 percent, to 3,223, from 2016 to 2019. It is important to differentiate between mental health and mental illness, as mental health refers to a person's ability to function over time, and mental illness is characterized by frequent and significant distress as well as a lack of control over one's life [38]. The growth in number for those experiencing mental illness in the past year was rougly 4.5 times faster than the population growth in between 2015 and 2019. Mental illness was on the rise prior to the pandemic and is not getting better nearly two years after the lockdown began.

Gunnison County residents	2018 –2019	Percent of Population
Illicit drug use	679	4%
Alcohol abuse	1,107	7%
Mental illness	3,223	19%
Mental illness treatment	2,600	15%

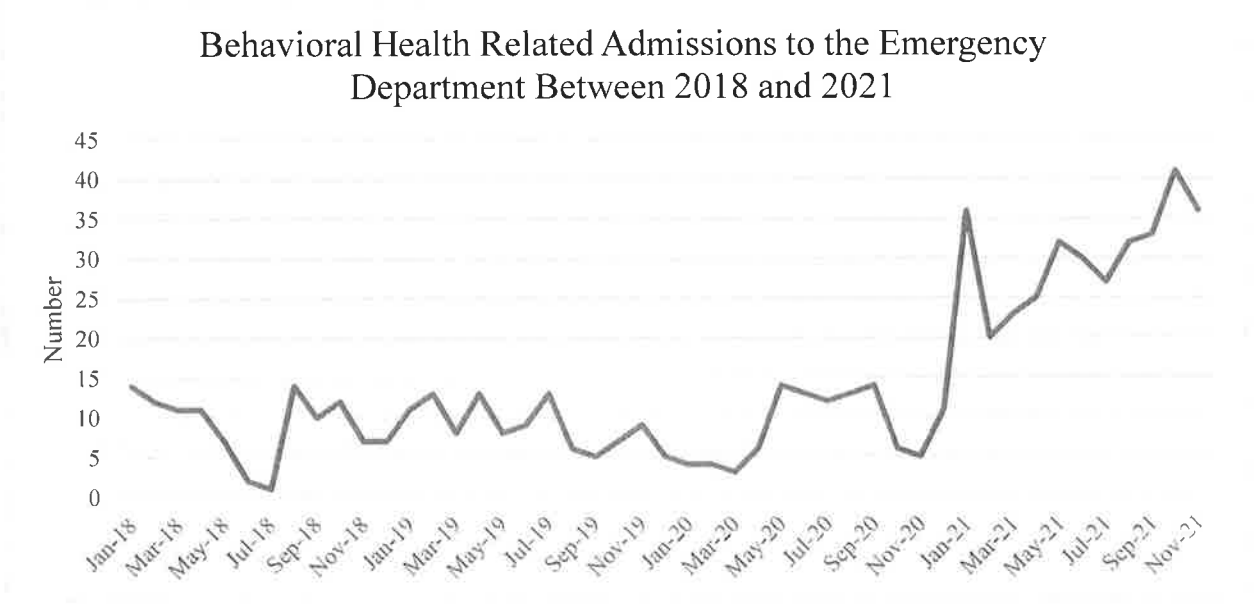
Summarizing this section, we applied a method for estimating the prevalence of substance abuse and mental health treatment in Gunnison County. **Error! Reference source not found.** summarizes the prevalence estimates for Gunnison County in 2018 to 2019.

Another method for estimating the prevalence of substance abuse is to apply the WCPHP 2019 survey results to U.S. Census data. Specifically, we apply the percentage of respondents ranking various substance abuse issues as "major issues" to the corresponding County sub-population. **Table** Error! No text of specified style in document.**-3** presents these estimates for various substance abuse categories. The perceived number of adults experiencing substance abuse is 4,314. Given that this method queries opinions, we expect it may overestimate the actual number of individuals in each category. However, these estimates do serve as an upper boundary, supporting the validation of the estimates shown in **Error! Reference source not found.**.

Table Error! No text of specified style in document.**-3. Prevalence of Substance Abuse by WCPHP Method**

What is your opinion about the following drug and other substance abuse issues in your community?	**Major**	**Major + Moderate**	**Population 2019**	**Definition**	**Estimate (major)**
Adult (18 to 64) substance abuse (alcohol, prescription or non-prescription drugs)	39%	83%	11,186	ages 18–64	4,314
Elderly substance abuse	8%	36%	2,186	ages 65+	185
Prescription drug abuse (regardless of age)	22%	59%	15,282	ages 10+	3,418
Smoking/tobacco use/e-cigarettes/vaping (regardless of age)	39%	74%	15,282	ages 10+	5,893
Youth alcohol use	27%	64%	2,266	ages 10 –19	603
Youth drug use	29%	67%	2,266	ages 10–19	668
Youth prescription drug use	13%	42%	2,266	ages 10–19	302
Youth smoking/tobacco use/e-cigarettes/vaping	53%	79%	2,266	ages 10–19	1,200

Source: US Census, WCPHP.



There was an over 200 percent increase in behavioral health admissions to GVH in from 2020 to 2021. Even with the creation of the mobile crisis unit, people continue to go to the ED for help. Gunnison County has historically been underserved in regard to crisis units, which are located in Montrose and usually require someone driving from Montrose to pick up a person in crisis in Gunnison County, or vice versa. People have been trained to call 911 or go to the emergency room when in a state of crisis, and it takes time to build community understanding of other available resources. The lack of knowledge about the mobile crisis unit, inadequate prevention and intervention services, stigma-reduction campaigns, relationships with peer support specialists, and rising stress continues to push behavioral health visits to the ED higher [18].

ED admissions for behavioral health fall into two main categories: mental health and substance abuse. In 2021, from January through November, admissions for mental health and suicide ideation combined was around 20 percent of the cases while 55 percent of the ED visits for behavioral health were attributable to substances (e.g., withdrawal, overdose, intoxication). Of the 55 percent of visits for substance related events, 26.7 percent of those were strictly alcohol related.

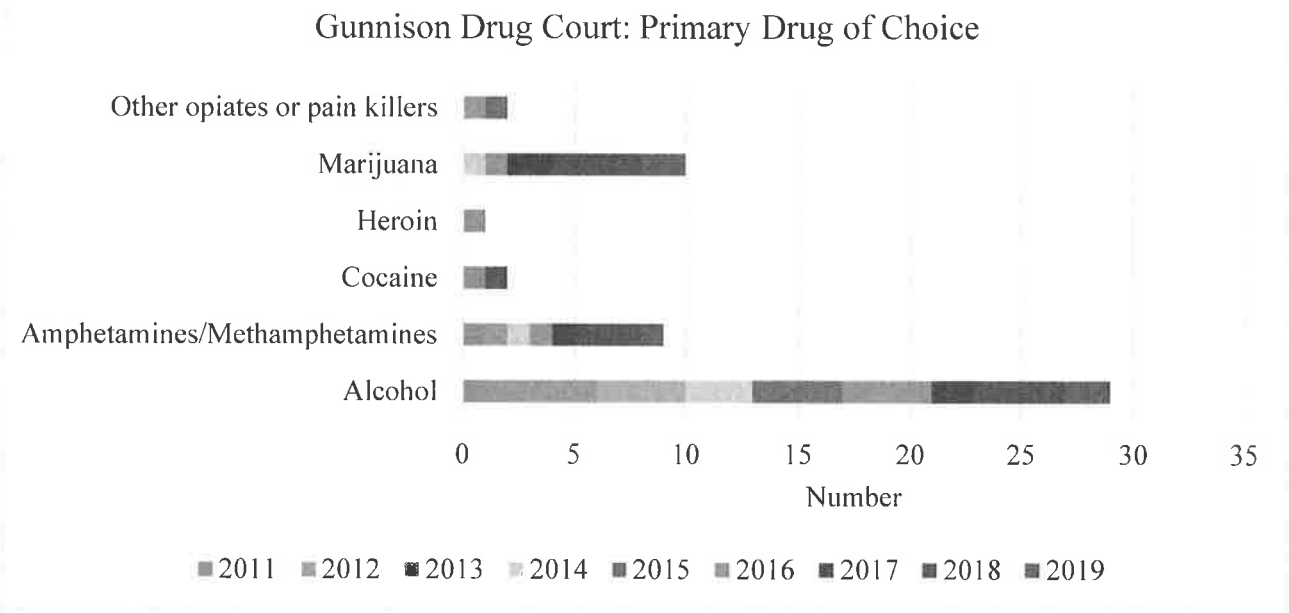
The COVID-19 pandemic proved worrisome in Gunnison County as the Gunnison Valley Hospital saw a 213 percent increase in admissions to the ER for behavioral health issues for adults from 2020 to 2021 (see **Error! Reference source not found.**). The primary diagnosis seen in ED visits included the following: anxiety, suicide attempt or death, alcohol and opioid non-fatal overdose, depression, and hallucinations/bizarre behavior. In 2021, excluding December, roughly 55 percent of ED visits were substance related and 20 percent were mental health related. Until root causes are addressed, it is likely that GVH will continue to see a rise in ED visits for behavioral health, even with the mobile crisis team.

Existing SUD, and Behavioral Health Services

Overview of existing SUD and behavioral health prevention, treatment, and recovery services and workforce and how your proposed RCORP-BHS project will improve health care by complementing versus duplicating those services;

Across Colorado, drug court programs can vary in fitting the needs of each community, but the basic premise is consistent. Drug court is for those with felony offenses to address their substance dependency and end the cycle of substance abuse and crime. The intent of this voluntary program is to achieve abstinence from illicit drugs and is for those seeking independence and personal responsibility. The program takes between 1 to 2 years to complete depending on the level of participation, compliance, and sobriety [42]. The Drug Court program is one opportunity for people to get clean and back to a normal life. This program facilitates key stakeholders (e.g., judges, district attorneys, probation officers, therapists, court coordinators) to be at the table through the process of a person working towards sobriety. The program is a community resource to help people; however, according to interviews, the number of people who volunteer for drug court and/or utilize the opportunity remain fairly low in Gunnison County.

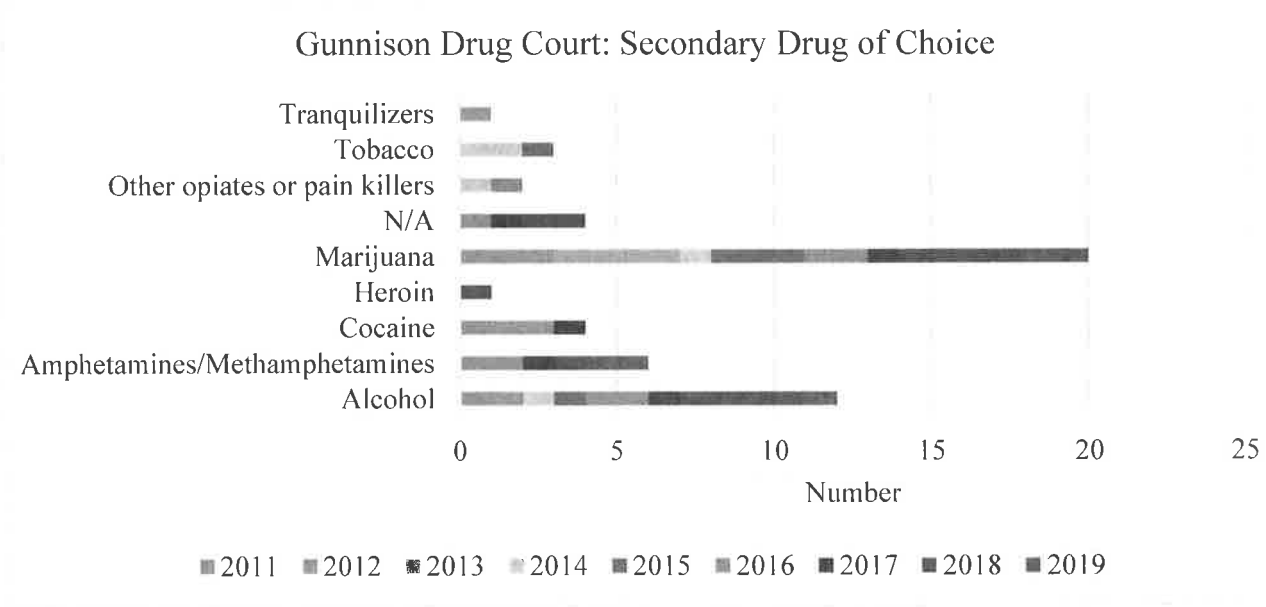
As with arrest data, drug court data provides insight into changes over time and the type of substance abuse. Gunnison County Courts have people entering for all drugs and alcohol. **Figure** Error! No text of specified style in document.**-4** shows alcohol is the predominate substance abused, accounting for about half of all cases. Marijuana and amphetamines/methamphetamines account for the majority of the balance. In 2018, there were a relatively large number of cases for each of these substances.



Source: Problem Solving Court Coordinator

Figure Error! No text of specified style in document.**-4. Gunnison Drug Court: Primary Drug of Choice**

The secondary drug of choice for people entering the Drug Court program in Gunnison County is primarily cannabis, followed by alcohol (see **Figure** Error! No text of specified style in document.**-5**). The next most common secondary drug of choice is methamphetamines. Although all of the main substances are present in Gunnison County, alcohol and cannabis are the most commonly used. This is likely related to accessibility (number of liquor licenses and dispensaries) within the County.



Source: Problem Solving Court Coordinator

Figure Error! No text of specified style in document.**-5. Gunnison Drug Court: Secondary Drug of Choice**

Recidivism remains an issue. **Table** Error! No text of specified style in document.**-4** shows that from 2010 to 2015, 14 percent of Drug Court participants recidivated. Recidivism is defined as conviction for any new misdemeanor or felony within two years of leaving the program [43]. Graduating from the program means a person has maintained sobriety, attended required treatment sessions, attended community support groups, attended court reviews, and completed any other necessary tasks required by the Court [42]. As of 2018, the graduation rate decreased from 75 percent to 48 percent, likely due to the complexity or "riskiness" of cases. However, in a small program, significant variation is expected.

New Colorado drug laws lessen the sentence for possession of certain quantities of illicit drugs. Interviewees expressed that the because the program is used to incentivize sobriety, more people now choose jail time over drug court, as now they can do 1 to 3 months jail time rather than a year of drug court. Getting sober takes a level of desire and motivation from individuals, as discussed in key informant interviews, and if people lack in those capacities to get sober, they might not succeed in drug court. As discussed in Section **Error! Reference source not found.**, intrinsic motivation is only one small brick on the road to sobriety. These sentiments should not diminish the importance of this resource in the community, as increasing the opportunities for people to get sober could incite personal change. Providing more treatment options locally might contribute to both the success of members entering and the number not re-entering the program, as they will be able to garner more support locally.

Table Error! No text of specified style in document.**-4. Gunnison Drug Court Recidivism Performance 2010 to 2015**

Gunnison	75% Graduation rate	86% of Grads do not recidivate	64% who started graduate crime-free	14% Recidivism

Source: Problem Solving Court Coordinator

According to key informant interviewees that work within the Drug Court system, it is very rare to see a mono-substance user in their work. They ask about frequency of use as well as preference to determine primary and secondary drugs. It is safe to say that alcohol remains the drug of choice, followed by cannabis and methamphetamines, which can change with every admission and graduation in such a small program. Interviewees expressed that although cannabis ranks high for both primary and secondary drugs of choice, it is not normally the drug that drives criminal behavior. This coincides with interviews with police noting that cannabis is hardly the primary substance in domestic violence cases or calls past 8 p.m.

The Center for Mental Health (CMH) is a regional service that covers six counties comprising Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel. They have three centers in Gunnison County: two in the city of Gunnison (one on WCU's campus) and another in Crested Butte. The CMH provides a multitude of services including individual and family therapy, substance use services, teletherapy, crisis services, prevention education, and peer support services. Although all of these services are provided under the banner of the CMH, the regional-based model disproportionately serves parts of the region better than others. For example, the CMH's crisis service is based out of Montrose and does not adequately serve Gunnison County in a timely manner, according to key informant interviews. The community has mixed feelings towards CMH as some speak very highly of the professionalism, access, availability, and connections to therapists while others reported opposing experiences. Overall, CMH is not adequately covering the growing behavioral health needs specific to Gunnison County.

GVH has been working collaboratively across the community in grant writing to secure funding for positions and programs to address substance use disorders (SUD). The Rural Community Opioid Consortium (known as Grasp) has been successful in securing multi-year funding that will increase the capacity of GVH to serve more complex behavioral health needs. GVH has partnered with both the county jail and the Re1-J school district to embed services in those locations.

Medication-Assisted Treatment Services

In response to the increased ED visits for behavioral health incidents, GVH established a mobile crisis team to mitigate inundation of the ED, and to assist law enforcement to better ensure these behavioral health needs are treated rather than criminalized. While the mobile crisis team has been responding to calls across the community, the ED has yet to see a plateau or fall-off in the high number of behavioral health visits. The top reasons for people utilizing the mobile crisis service are suicide ideation and substance abuse. Continuing to support this initiative may help reduce the number of behavioral health admissions to the ED and decrease the number of people who are incarcerated for behavioral health issues. This service reduces barriers to treatment, especially for those who do not have transportation or

have been using substances and cannot conduct themselves safely to the ED. Meeting people where they are physically will help to engage the community in meaningful ways.

Overview of existing support services for individuals and families impacted by SUD and adverse mental and behavioral health outcomes;

One example of moving from cooperation to collaboration is the partnership between the Gunnison County Jail and GVH that started July 1, 2021. The purpose of Jail Based Behavioral Health Services (JBBS) is to reduce recidivism and "to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration" [69]. Behavioral health efforts include therapy, case management, applications to rehab, and MAT services at the jail. There are also attempts to get people the resources they need when leaving jail, such as a continuation of MAT services, funding for clothes and temporary housing, move-in costs an apartment, and help filling out job applications, and this support continues for at least a year after leaving jail. Some people choose not to participate in JBBS, which means they might fall back into prior behavioral patterns; therefore, increasing participation in the program through relationships and incentivization will help a broader swath of the population. JBBS movement towards supporting people after leaving jail will hopefully reduce the tension in the community regarding recidivism. Increasing opportunities, through community partnerships, for people to better themselves and their economic situations after jail is crucial for long-term positive behavioral health outcomes. Continuing to bring other organizations on board in collaborative ways will help bolster protective factors for people leaving jail.

GRASP

AA –

Peers - The most influential people, across socioeconomic and racial boundaries, are those people who have lived experience and can bridge the gap. When someone from the Cora community recommends the food pantry to a Cora friend, or when someone in recovery recommends AA to someone struggling with substance abuse, or when someone who has struggled with mental health reaches out to someone needing help, or when a peer support specialist recommends community services, that is powerful in reducing stigma. People already embedded within social groups that want to incite change and help their community members are the greatest community assets for behavioral health organizations. These people need to be supported, listened to, and enabled to continue to do the work they are already doing. This happens through relationship building, going to their table to listen to their concerns, and financially and/or emotionally compensating these efforts.

GVH has partnered with the county and school district to provide two school-based clinicians in Gunnison and Crested Butte. GVH hopes to have two more next school year.

FAST

The Family Advocacy Support Team (FAST) is a community collaborative of professionals that work with families who have youth who are at risk of out-of-home placement, are involved in the juvenile justice system, have concerns at school, or have behavioral and mental health concerns. The program is differentiated into three main tiers:

1. Tier 1: FAST
2. Tier 2: Family Resource Team, which is a less-intensive form of High-Fidelity Wraparound Services
3. Tier 3: High-Fidelity Wraparound Services

FAST works with families to find effective ways to meet the needs of the family, keeping in mind their unique strengths and cultural backgrounds. The Family Resource Team is a team of professionals and natural supports within the family's circle, who collaborate with the family to brainstorm and plan ways to provide long-term strategies for meeting the youth's and family's needs. High-Fidelity Wraparound Services is the most hands-on level of support for families and youth. It is similar to tier 2 services and is usually the most appropriate level of support for youth who are multi-system involved. The wraparound process is a multi-stage process, which usually takes around one year from start to finish. The ultimate goal is to have an effective plan that will work for the family to meet their needs in the long term. Regardless of the tier of service the family decides to enter, the process builds off of family strengths and cultural backgrounds to facilitate positive changes. All services are free, voluntary, and confidential.

Sixty four percent of FAST referrals came from the school in 2020–2021, and the remainder of referrals come from an assortment of human services across the community. Between 2018 and 2021, around 57 percent of children and youth that were served during that year also were receiving/had received behavioral health services. Examples of services counted were early childhood supports such as early intervention screenings and child find services, individual therapy, medication management, family therapy, and occupational therapy.

Interviewees expressed that many of the referrals are coming from the school and parents to address attendance issues. As noted in several sections of the report, truancy is often an indicator of a volatile home life issues at all ages. What is perceived as acting out or lack of control from parents or school is linked to stress brought on by a multitude of factors, but mainly issues related to lack of basic needs, generational trauma, and parental absenteeism. *FAST's model helps develop family relationships with the understanding that healthy youth relies upon the presence of healthy adults*. Oftentimes, when families are referred to FAST, they are in some kind of crisis. Ultimately, the team works through the crisis with the family and ensures initial needs are met before moving forward with additional support. A "typical" family seen by FAST looks like parents not knowing how to deal with behaviors, with behaviors getting out of control and showing up at home, in school, or both. The problems reach a point where it becomes too much, and parents need more help than what the school can provide.

Although anyone in the community can utilize FAST services, they mainly work with lower income families, which suggests that lower income families are getting referred more frequently (similar to GVM). What is likely occurring is that families of lower socioeconomic status are perceived and—intentionally or unintentionally—targeted as people who need support and a referral to services. Those in a higher socioeconomic income bracket, although not immune to generational trauma or parental absenteeism, are not identified as those who need support or human services. In general, social consequences are determined by the socioeconomic status.

Overview of other (non-RCORP) existing/known federal, state, or locally-funded SUD initiatives in the target rural service area, and how the applicant organization will avoid duplicating efforts funded through other means;

Gaps and Unmet Needs in the Service Area

Gaps in Prevention, Treatment and Recovery Resources in Gunnison County

To understand the perceived gaps in prevention, treatment, and recovery options for opioid use disorder, the community informants were asked what they would like to see that is not currently happening. The literature review of evidence-based practices and environmental scan of existing services, combined with the community input guided the process to identify the gaps in opioid use disorder prevention, treatment, and recovery services (see Appendix H., I., J. for Evidence-Based Practices).

Gaps in Prevention

While Gunnison County has a robust substance abuse prevention program for youth, there are three main areas of prevention that could be improved to reduce opioid use disorder in Gunnison County. These include community substance use education and awareness, prescriber-patient communication, and improved mental health services. Additionally, adult specific prevention efforts are non-existent in the county.

Community-wide Substance Use Education and Awareness

- Lack of Education on the Extent of Substance Use Disorders
- Lack of Adult Specific Substance Use Prevention Education
    - Need to conduct people's dinners/focus groups to understand connectedness and belonging across different demographics and create an implementation plan to address connectedness and belonging
- Need for a more targeted substance abuse prevention approach for elementary school students and their parents
- Need for Improved Social Norming Education
    - Youth perceived peer substance use vs. actual use
    - WCU perceived peer substance use vs. actual use
- Lack of Community-wide Addiction Education
    - Addiction in different stages of life
    - How to recognize someone in need
    - How and why people develop addiction
- Need for Improved Substance Use and Mental Health Stigma Reduction
    - Speak Now
    - Let's Talk
    - Lift the Label
- Need For Improved Awareness of Existing Prevention Efforts
    - Prescription Take Back Events
    - Permanent Take Back Locations
    - Take Meds Seriously campaign
    - Walmart Dispose RX
    - Education on Toxic Stress
- Need for increased awareness of fentanyl-laced counterfeit prescriptions

Capacity: Existing GCSAPP Coalition is currently using evidence-based program Communities That Care to change social norms acceptable to substance use and availability and is currently implementing evidence-based messaging campaign, the coalition could strengthen these efforts. The Consortium is creating a video to help reduce stigma and provide education on addiction in the community. There is currently a lack of funding for targeted education services in the school. The Consortium currently lacks organized structure to implement community-wide addiction education. Gunnison County has never had adult-specific substance use disorder prevention efforts and is currently lacking funding to address the adult population. There is a need to increase personnel resources on WCU's campus for student health and wellness and prevention efforts.

Improve Provider-Patient Communication

While prescribers are using the PDMP and have a high awareness of opioid use disorder, there is a disconnect between this knowledge and the information community members feel that they are receiving from their doctors. There is a sense that prescribers are not having important conversations with their patients about the dangers of opioid use and alternative treatment options for pain.

- Lack of provider knowledge of mental health services
- Lack of referral protocol to existing mental health services
- Need for unified messaging between primary care physicians, orthopedic surgeons, pharmacists, dentists, and psychiatrists on opioid use and expectation of pain
- Lack of communication by providers on realistic pain expectations
- Lack of referral to alternative treatment for pain
- Lack of provider addiction risk assessment tool

Capacity: There is a committed opioid use disorder Consortium with providers and prescribers at the table and a willingness to collaborate. The Consortium is currently providing on-going prescriber education, which has been well attended. Alternative Pain Treatment providers are at the table contributing ideas on how to reduce cost barriers. Primary care professionals who attended the education events report desire for referral information. Lacking a lead organization to execute referral protocol, create formalized provider collaboration and a unified messaging campaign.

Mental Health Services

- Shortage of mental health workforce
- Barriers to access existing mental health providers
    - Rural Stigma
    - Cost
    - Timeliness of available appointment
    - Lack of knowledge of treatment modality options
- Lack of promotion of how to stay mentally healthy
- Lack of diversified Helpers for diversified populations (children,youth, young adults, adults)
    - Need for additional Peer Support Specialist
- Need for increased capacity for education for medical and mental health providers who interface with youth and individuals experiencing toxic stress

Capacity: Currently the Center for Mental Health is the primary substance use disorder treatment provider. Gunnison County's clinic is a satellite of the regional office. This clinic is serving a frontier population with unique needs. Local administration and staff understand these needs but as a larger behavioral health system, resources and funding aren't always available. The Consortium lacks funding to fulfill the services gap. Through this process and collaboration, the Consortium has been able to engage Gunnison Valley Health and the peer support specialist. The peer support specialist position is over

capacity and there is a need to increase those services. Currently there is a lack of funding to fulfill this need.

Alternative Programming

- Need for more sober activities including family-friendly events
- Lack of opportunities for connectedness
    - Emphasis on high needs population - marginalized populations, recovery community, and youth
- Need for increased support for substance-free activities for youth

Capacity: The Consortium will continue to collaborate across community organizations to increase awareness of current programming. Currently lacking personnel, funding, and community-buy-in to implement alternative programming including sober activities.

Gaps in Treatment

The current treatment options for opioid use disorder in Gunnison County do not meet the current need. The major gaps in treatment include MAT, Pain Management, mental health services, intensive outpatient program, and an inpatient rehabilitation/detox facility. There is also a need for education and outreach on existing treatment options and how to reduce the stigma associated with substance use disorder.

Treatment Options

- Lack of Medication Assisted Treatment (MAT) with Suboxone
    - Need for commitment from providers to complete MAT training
    - Need for affordable transportation out of the county to available Suboxone providers

Capacity: Local providers have expressed interest in Suboxone training. While this is promising, it does not indicate that their organizations are ready to invest the necessary commitment to take-on this service. The Consortium can work with GVH, CMH and private practices to reduce the barriers for providing MAT services. There is currently a lack of funding source for transportation to out-of-county MAT providers.

Pain Management

- No pain Management Specialist in the county
- Need for Pain Management Collaboration
    - Professional collaboration within medical community
- Need for Pain Management Education
    - Unified Message from providers
    - Community 'Pain Expectation' Education
- Need for affordable transportation out of county to pain management specialist

Capacity: Gunnison Valley Health does not currently have the capacity to recruit, hire, and maintain a pain management specialist. There is a high level of interest in the medical community to create a pain management collaboration. However, no organization has been identified to take the lead and formalize the collaboration. An orthopedic surgeon is providing pain management education for the community. This is a one-time education series. Additional providers are needed to communicate

the message across the community. There is currently a lack of funding to support affordable transportation to pain management specialists outside of the county.

Mental Health Services

- Need for Intensive Outpatient Program
  - Possible collaboration between Gunnison Valley Health and CMH
- Need for Expanded Mental Health Services
  - Diversify mental health professionals and when/how to access them
  - Counseling at WCU outside of business hours
- Need for Additional Substance Use Disorder Counselors
  - Sliding scale fee
- Need for Additional Cognitive Behavioral Therapists
  - Sliding scale fee
- Need for Diversified Helpers
  - Peer Support Specialist
  - Clinical Social Workers
  - Skill-based Groups
  - Community Health Navigators
- Lack Consistent Assessment/Screening for High-Risk Addiction Patients
  - Adverse Childhood Experiences

Capacity: The Consortium can work to increase workforce through collaborations with universities who have programs for job opportunities. Housing issues need to be addressed to recruit and retain additional workforce. CMH and WCU are lacking the necessary clinical supervision capacity to increase CAC workforce and offer extended hours of service. Once a lead organization is identified, the Consortium can work with the medical community to create a screening protocol for high-risk addiction patients.

Inpatient Facility

- No Inpatient Substance Abuse Rehabilitation/Detox Facility
- No affordable transportation to out of county facilities

Capacity: Gunnison County does not currently have the capacity to fund, build, staff, or manage an inpatient substance abuse rehabilitation or detox facility. There is not an identified funding source for transportation to facilities outside of the county.

Education and Outreach on Existing Treatment

- Need for improved awareness of existing treatment options
  - Consistent referral protocol
  - Targeted messaging to reach different sectors of the community
- Need for education for law enforcement and court on addiction and collaboratively working with health professionals
- Need for Improved Stigma Reduction Campaign
  - Substance Use Disorder
  - Mental Health Services

Capacity: There is capacity to continue education efforts in the community through Gunnison County, GVH, CMH. The Consortium can utilize existing workgroups to create an assessment and referral protocol and disseminate therapist contact information with pay and services information. The Consortium can continue to support GVH to increase awareness of existing treatment services and efforts.

Gaps in Recovery

Gunnison County residents would benefit from improved recovery services for opioid use disorder and substance use disorder. While there are sporadic recovery meetings, the biggest gap cited was a consistent recovery program, such as NA, and support for families affected by addiction. In addition, basic necessities such as affordable housing, child care, employment support, and transportation options are necessary to support resident's long-term recovery.

Recovery Services for Individuals

- Need to Increase and Diversify Recovery Efforts
  - Developmentally Appropriate Recovery Services
  - Consistent NA
  - Campus Support Group Similar to AA or NA
  - Peer Support Specialists
- Increase Sober Activities that Increase Connectedness and Belonging
  - Phoenix Model Active Recovery Community
  - Conduct people's dinners/focus groups to understand connectedness and belonging across different demographics and create an implementation plan to address connectedness and belonging

Recovery Services for Family

- Need for Family Support Services
  - Al-Anon
- Need for Family Recovery Education
- Need for Family-friendly and Sober Events

Community Focused Efforts

- Need to Address Community Norms Favorable Towards Substance Use
- Need for Outreach To Recovery Community To Continue To Learn Of Needs
- Need to Reduce stigma associated with addiction and recovery

Basic Needs

- Severe lack of affordable housing
- Need for additional child care slots and tuition assistance
- Need for extended Food Pantry hours
- Need for out-of-county transportation services

Capacity: There is a current lack of funding and personnel to fill gaps in recovery services. Consortium to brainstorm funding and organization to house recovery efforts. The Consortium to assess community organizations' capacity to provide ongoing NA. Potential for the Consortium to host people's dinner/focus groups to understand connectedness and belonging. GSCAPP coalition implementing stigma reduction campaign for mental health, could extend to include addiction and recovery. Housing shortage is being discussed by community, no clear path to improve current situation. Health and Human Services and Gunnison County Early Childhood Council continue to work with child care providers to offer additional scholarships and license facilities. Consortium does not have financial or personnel capacity to work directly on the basic needs for recovery. Will continue to partner with organizations working on these issues.

The ratio of mental health providers to population has improved over the last five years. In 2015, the ratio of mental health providers to people in Gunnison County was 738 to 1, and in 2021, the ratio in Gunnison County improved to 430 to 1 with the state's ratio at 270 to 1 [21]. Although the ratio of mental health

providers to population has increased, there is a higher level of demand for mental health services in Gunnison County than in 2015. All of the therapists who were interviewed as part of this report discussed the fact that they are booked out weeks in advance and have minimal time off. The health services industry has not been growing at the rate as other industries in Gunnison County. As the population and needs continues to grow, so will the need for health services. Increasing the number of therapists is a worthy goal; however, it is one piece to increasing access to services. Diversity in workforce, cultural competency, translation services, and specialized professionals (e.g., addiction counselors) are all necessary for making services accessible to a broader audience.

METHODOLOGY

Goal 1: Address structural- and system- level barriers to improve rural residents' access to quality, integrated SUD and other behavioral health care services.

Strategy1.1- Improve access to integrated behavioral health services by embedding clinical social workers into the RE1-J school system and provide one clinician to provide integrated services to Gunnison County residents accessing services within the Department of Health and Human Services (DHHS). All services will be at no cost.

Strategy 1.2- Collaborating with local Western Colorado University (WCU) to support workforce pipeline efforts by providing tuition assistance for community members and work with WCU to expand academic offerings to help meet the behavioral health workforce needs.

Goal 2: Improve the quality and sustainability of rural behavioral health care services through supporting rural health care providers to offer coordinated, evidence-based, trauma-informed SUD and other behavioral health care services.

Strategy 2.1- Training providers on evidence-based methods such as Motivational Interviewing, Cognitive Behavioral Therapy etc.

Strategy 2.2- Provide pre and post-natal supports for pregnant and all new families who have are not eligible for the Nurse Family Partnership (NFP) program and are at risk for SUD and by providing in-home parenting programs (Parents as Teachers) that are available for all community members. All services will be at no cost.

Strategy 2.3- Work with Western Colorado University to increase continuity of care to help connect incoming and current students with identified behavioral health needs with community resources.

Strategy 2.4- Implementation of High-Fidelity Wraparound services for youth/families who are currently or at risk of being multi-system involved.

Goal 3: Improve the capacity of the behavioral health care system to address rural community risk factors and social determinants of health that affect the behavioral health of rural residents. Allowable activities under

Strategy 3.1- Screening for Adverse Childhood Experiences (ACEs) with the 4th trimester program with GVH and implementation of Parents as Teachers and with the RE1-J school social worker and DHHS clinician.

Strategy 3.2- Training community members in Mental Health First Aid in partnership with the Center of Mental Health and Tri-county Health.

Strategy 3.3- Strengthen economic supports by providing finical resources to families who are lacking basic needs including, but not limited to; food, housing, hygiene products, laundry services, technological needs for telehealth and high-quality childcare to minimize the impact of toxic stress on adults and children.

Strategy 3.4- Educate the community on resources, services and scholarship opportunities. The GCC will work with CB State of Mind to decrease barriers to accessing Mental Health services by providing scholarships that will pay for 6 sessions for wellness or mental health sessions.

Strategy 3.5 - Increasing education access among the target population; job-readiness trainings; establishing a campaign to recruit or increase employers that hire people in recovery.

GOAL-SPECIFIC -METHODOLOGY

1) Address structural- and systems- level barriers to improve rural residents' access to quality, integrated SUD and other behavioral health care services.

The GCC will address structural and systemic barriers to ensure the accessibility of SUD and other behavioral health and support services throughout the target rural service area by embedding 1.5 FTE clinical social workers into the RE1-J school system will connect youth to caring adults by increasing screening, referral and early intervention strategies to youth in the RE1-J school district through the expansion of school clinicians, SBIRT screenings in school and referral to the evidence-based high-fidelity wraparound program. Wraparound is an evidence-based approach to individualized care planning that builds on the collective action of a committed group of family, friends, community, professional, and cross-system supports mobilizing resources and talents from a variety of sources to address the needs of children/youth with complex mental health challenges and their families

The GCC will address structural and systemic barriers to ensure the accessibility of SUD and other behavioral health and support services throughout the target rural service area by embedding one clinician to provide integrated services to Gunnison County residents accessing services within the Department of Health and Human Services (DHHS). The clinician for Health and Human Services will help connect individuals who are system involved navigate resources and provide case management, support, treatment and help navigate recovery options. This position will also help build natural supports for individuals who are working to regain custody of their children and provide follow-up care/case management after cases are closed to help support families in their recovery period.

The GCC will strengthen the SUD and behavioral health workforce within the target rural service area by providing scholarships to individuals who already live in Gunnison County, are committed to staying and serving residents of Gunnison County and are seeking entry level and advance certification and clinical degree programs. Additionally, the GCC will work with WCU to bring education and training opportunities to students in rural locations. Western recently created a Masters in Behavioral and Social Science and with support for the Governor's office is being encouraged to explore how to help meet the behavioral health needs of Colorado by creating additional professional programs. Building this pipeline ensures a continuing stream of rural students entering the graduate certification programs. Retention success in this program's graduates provides the opportunity for alumni who have remained in the clinical placements to act as supervisors, training new graduates at the clinical site.

The GCC will help ensure that SUD and other behavioral health and support services are integrated, coordinated, and accessible across the prevention, treatment, and recovery spectrum of care as part of our Consortium MOU. The Consortium or the subgroups meet once a month to ensure collaboration and coordination of prevention, treatment and recovery efforts that are part of the strategic plan. If awarded, the workplan will be integrated into the strategic plan and will be overseen by the Consortium leadership and the GCCHC.

2) Improve the quality and sustainability of rural behavioral health care services through supporting rural health care providers to offer coordinated, evidence-based, trauma-informed SUD and other behavioral health care services,

The GCC will help ensure that rural healthcare facilities and other relevant entities are providing SUD and other behavioral health services that are evidence-based and trauma-informed by providing bi-annual ACE trainings, assisting in providing access to evidence-based and trauma-informed educational opportunities, and partnering with the Colorado Consortium for Prescription Drug Abuse Consortium to provide ongoing continuing medical education events.

The GCC will increase the capacity for coordinated behavioral care between and within rural healthcare facilities and other relevant entities as part of the leadership committee. The leadership of the consortium includes all major behavioral health organizations in Gunnison County including; Gunnison County Health and Human Services, Gunnison County Juvenile Services, the Health Coalition of the Gunnison Valley, Gunnison Valley Family Physicians, the Center for Mental Health, The Gunnison Valley Health Foundation, Crested Butte State of Mind and Western Colorado University (WCU).

The GCC has been working to help with discharge coordination for individuals who are being discharged from the emergency room and detention center. As part of this work the GCC will continue to work with peer support specialist and the embedded clinician in the detention center to provide discharge bags and help individuals navigate services. The GCC will also work to strengthen economic supports by providing finical resources to individuals who are lacking basic needs including, but not limited to; food, housing, hygiene products, laundry services, and technological needs for telehealth.

The GCC will ensure that services will be accessible and affordable to individuals most in need, including the uninsured and underinsured populations during the period of performance by not charging for any services. The GCC will ensure that services will be accessible and affordable to individuals most in need, including the uninsured and underinsured populations after the period of performance by working collaboratively across local and state resources to continue to secure funding, explore reimbursement models for services and work on policy changes as appropriate.

3) Improve the capacity of the behavioral health care system to address rural community risk factors and social determinants of health that affect the behavioral health of rural residents.

   The GCC is working across community partners to address the root causes and risk factors that contribute to SUD and other behavioral healthcare disorders, including Adverse Childhood Experiences (ACEs) and social determinants of health. The GCC works closely with GCSAPP in their upstream prevention efforts and their strategy to broadly educate the community on the impact of ACE's and toxic stress. The GCC works closely with GVH and shares data and resources to understand and address social determinates of health; including embedding behavioral health workers into locations that our vulnerable populations are already receiving services (food pantry).

As part of this work the GCC will ensuring a strong start for children by working with GVH to provide pre and post-natal supports for pregnant and all new families who have are not eligible for the Nurse Family Partnership (NFP) program and are at risk for SUD and by providing in-home parenting programs (Parents as Teachers) that are available for all community members and ensure all staff members are ACE certified.

The GCC will continue to connect individuals with needed supportive services to assist in their recovery through financial assistance for basic needs including, housing, food access, job training, childcare, and primary healthcare. Additionally, the GCC will continue to work with CBSOM to help provide access to scholarships for mental health treatment and work with our Wraparound facilitator and health navigator to help youth/families who are multi-system involved. The Clinical embedded in DHHS will also help serve the recovery needs of families that are involved in their office.

The GCC will continue to implement current prevention and harm reduction such as naloxone distribution, fentanyl test strips, parent and community education and evidence-based programming in the schools. This project will help to implement additional prevention efforts with the partnership with WCU and the Center for Mental Health in offering mental health first aid training and other evidence-based SUD trainings.

WORK PLAN

See Attachment 1

RESOLUTION OF CHALLENGES

Convening community organizations can be a challenging task. Gunnison County has a very engaged professional community; this is a strength and a challenge. The GCC has been able to engage organizations, professionals, and community members who are diverse and representative of Gunnison County. Being a rural community the number of professionals, community members and parents who participate in community-initiated efforts are limited. Engagement of GCC members is strong at present and the GCC will continue to work to keep engagement high. Internal challenges of the Consortium include the ability to maintain cohesiveness of the GCC and staying within our "lane". There are currently three large coalitions that operate in Gunnison County and membership on each coalition overlaps. The Health Coalition of the Gunnison Valley (HCGV) is the largest coalition and is the umbrella in which all other coalitions are under. GCSAPP is a youth substance abuse prevention coalition and is under the youth subgroup of the HCGV. As a way to resolve this challenge the GCC now is under the umbrella of the HCGV in order to work more efficiently, not duplicate efforts and share strategic plans. The target population for the implementation grant and the activities identified will continue to broaden the scope of community members and professionals that will participate in the GCC. This will allow the GCC to outreach and engage community professionals, community members and parents who are not currently involved in community level work as well as those who sit on the existing Coalitions in Gunnison County.

Gunnison County has never had a program that addresses adult substance abuse prevention, although we have had a robust youth prevention coalition for the past 12 years. Additionally, Gunnison County has been lacking in providing and understanding the need around OUD/SUD treatment and

recovery. OUD and Addiction can be controversial topics. One external challenge that continues to be present is the perception of community members about why people abuse substances and how to approach prevention. This is one of Gunnison County's most challenging determinants of health, stigma. During the past four years our community has implemented the Communities that Care strategic framework to the GCSAPP coalition, which frames prevention in a public health lens, addressing risk and protective factors. In order to minimize the external challenge of stigma the GCC will use the risk and protective factors lens in its efforts. Additionally, the GCC is looking at harm reduction strategies and educating the community on this framework. Harm reduction is fairly new to our community. We don't have any needle exchanges and just recently with the planning grant were able to provide education on overdose awareness and naloxone distribution. In order to resolve this challenge, we have created a local video "Humanizing Addiction" and are using it to facilitate community discussions and dialogue about substance use/misuse and how to support community members who are struggling. We are also working with our pharmacies to provide free naloxone and distribute it to anyone who requests it. The pharmacists are also providing education about overdose concerns to community members who are prescribed an opioid.

Gunnison County has limited resources for behavioral health and even fewer resources for our community members who identify as LGBTQ. According to Colorado Department of Public Health and Environment individuals who identify as LGBTQ are twice as likely to experience SUD's. Currently, the RE1-J school district has a Gay Straight Alliance (GSA) in the high schools, but no support in the middle or elementary school and little education provided to adults on how to support youth. Additionally, there are no community programs or supports in place for this population in the adult community or for youth. In order to resolve this challenge Gunnison County is spearheading a Social Emotional Learning (SEL) needs and gaps analysis for the RE1-J School and the HCGV is spearheading a community wide behavioral health needs and gaps analysis to identify potential strategies that decrease risk factors that disproportionately impact underserved populations including the LGBTQ community. The community behavioral health needs assessment will result in a 5-year strategic plan that spans the entire county and uses a lifespan perspective encompassing all aspects of behavioral health. The GCC Youth Programming Coordinator will work with the current GSA's to conduct focus groups and help meet the needs of youth outside of the school. Youth will have a voice in all efforts that are created, following the Positive Youth Development framework.

Gunnison County has more Orthopedic Surgeons than any other medical profession. High impact recreational sports are commonplace in Gunnison County and injuries often accompany those sports. One of Gunnison County's most difficult risk factor is "Community Norms Favorable Towards Substance Use" and that norm is seen in holding on to prescription drugs. In 2017, GCSAPP held a town hall to discuss prescription drug use/misuse. In our discussion around promoting drug takebacks one of our community members said "I pay a lot of money for my prescriptions and if you want me to give them back or dispose of them, you better give me something. If I need medication again, I am going to have to pay for it, so why shouldn't I just hold on to them". This is one of our challenges, changing the norm of holding on to prescription drugs to self-prescribe and medicate at a later date. In order to resolve this challenge, we will work to incentivize drug takebacks, provide education on the risk of holding on to substances and self-prescribing, education on understanding and treating pain, and increasing access to alternative pain management strategies.

Another external challenge that the GCC may encounter is in regards to accessing treatment and the barrier that is created by Gunnison County's geographic location. The current treatment options for OUD/SUD in Gunnison County do not meet the current need. The major gaps in treatment include MAT,

pain management, mental health services, intensive outpatient program, and an inpatient rehabilitation/detox facility. According to the Gunnison Valley Health Systems 2019 Community Health Needs Assessment the top two priorities are: 1. Behavioral Health, including substance use and suicide; and 2. Access to Health Services. The only behavioral health treatment option is outpatient. There is no intensive outpatient option and there are no inpatient OUD/SUD facilities in Gunnison County. There are no accessible providers currently offering MAT with Suboxone for OUD and the closest service area that has ongoing treatment openings for new clients is 135 miles away. Transportation barriers have also been identified as a challenge in the community in the health field when community members need to receive treatment by specialty professionals such as the services listed above. Additionally, in the Spring of 2021 a major construction project will start on HWY 50 which is the road that provides access to crisis services, MAT providers and inpatient facilitates. This project is projected to last for 3 years and will add an additional hour one way to access services. In order to address this challenge, the GCC's workplan includes solutions that are local and obtainable. GVH and GVFP are part of the leadership of GCC and are committed to resolving treatment challenges by dedicating staff to be trained in and administer MAT. The GCC will also work with state and regional partners to increase behavioral health services for Gunnison County residents. GVH and CMH are committed to resolving treatment challenges by increasing education and training of staff to address OUD/SUD through EMDR and CBT. GVH has a new Department of Behavioral Health and is invested in decreasing barriers to accessing care with the increase of peer support specialists, telehealth access and stigma reduction efforts.

The last area of challenge that our consortium is likely to encounter is the landscape of the community and impact from COVID-19. In the past year we have seen an increase non-fatal overdose. We have seen an increase in crisis services and mental health needs. We anticipate an increase need in treatment and recovery services and prevention efforts will be more important than ever in order to increases protective factors to minimize toxic stress. Additionally, in 2021 the Gunnison County Center for Mental Health (CMH) Director left her position and we currently do not have a Director in this position. As stated earlier, the impact of COVID 19 in addition to these local changes in behavioral health systems dramatically impacts our community members. Also, CMH is no longer accepting private pay clients and private providers are at capacity and most only accept private insurance. In order to resolve this challenge Gunnison County is working across municipalities to provide scholarships and increasing access to behavioral health services. The HCGV is conducting a behavioral health scan and analysis in 2021 with community awareness and fund-raising efforts in 2022/2023. Gunnison County is consulting with Tri-county Health to explore a ballot initiative to support behavioral health and re-appropriation of marijuana and nictione taxes. The contributions of the GCC are leading these initiatives.

FY2022-2023 Budget Narrative and Justification

A. Personnel:

TABLE 7: FEDERAL REQUEST

Position	Annual Salary/Rate	Level of Effort	Cost
Project Director	$116,249	30%	$34,875
Data Coordinator	$51,443	40%	$20,577
SW DHHS	$62,000	100%	$62,000
Wraparound Facilitator	$42,330	100%	$42,330
		TOTAL	$159,785

NARRATIVE JUSTIFICATION: Funds will be used for 30% of the Program Director's time. The Program Director is the point person on the award and will make staffing, financial, and other decisions to align project activities with project outcomes. The Program Director will carry out all required duties of the grant including monthly calls with HRSA/Technical Assistance team and monthly meetings with Consortium members. Funds will be used for 40% of the Data Coordinator's time which will be a 35/hour a week position. The Data Coordinator is responsible for tracking, collecting, aggregating and reporting quantitative and qualitative data and information from consortium members regularly for quarterly and biannual reporting requirements. Funds will be used for a Social Worker for Health and Human Services to help connect individuals who are system involved navigate resources and provide support to treatment and recovery options. Funds will be used for 1 FTE Wraparound Facilitator. Wraparound is an approach to individualized care planning that builds on the collective action of a committed group of family, friends, community, professional, and cross-system supports mobilizing resources and talents from a variety of sources to address the needs of children/youth with complex mental health challenges and their families. The Wraparound Facilitator will partner with youth with high needs who and are multi-system involved, their families, a Credentialed Family Support Partner and interdisciplinary team members to support the voice of youth and their families, ensure access to needed resources, and prioritize the family's ownership within their plan of care

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A) **$159,785**

B. Fringe Benefits:

TABLE 9: FEDERAL REQUEST

Component	Rate	Wage	Cost
FICA	18%	159,785	$28,756
		TOTAL	$28,756

NARRATIVE JUSTIFICATION: Any and all fringe are required for employees.
FEDERAL REQUEST(enter in Section B column 1 line 6b of form SF424A) **$28,756**

C. Travel:

TABLE 11: FEDERAL REQUEST

Purpose of Travel	Location	Item	Rate	Cost
	Washington DC	Airfare (2 people)	$500	$1,000

Required Training		Lodging (2 people, 4 nights each)	$225/person/night	$1,800
		Per diem (2 people, 4 days each)	$65/person/day	$520
		Ground transportation for 2 people	$100	$100
Local Travel	Gunnison County	1,000 miles	.575/mile	$575
			Total	$3,995

NARRATIVE JUSTIFICATION:
Funds are requested to send two consortium representatives to a required training as required by the grant application. Costs are based on estimates of airfare, lodging, per diem, ground transportation. These trainings will provide valuable information, skills, and networking opportunities to assist the coalition in achieving the stated goals and objectives. Funds are also requested to cover the cost of the in-county mileage to attend meetings and events that support work of the coalition.
FEDERAL REQUEST(enter in Section B column 1 line 6c of form SF424A) **$3,995**

D. Equipment:
TABLE 13: FEDERAL REQUEST

Item(s)	Rate	Cost
None		$0

NARRATIVE JUSTIFICATION: NONE
FEDERAL REQUEST – (enter in Section B column 1 line 6d of form SF424A) **$ 0**

E. Supplies:
TABLE 15; FEDERAL REQUEST

Item(s)	Rate	Cost
		$0
	Total	$0

NARRATIVE JUSTIFICATION:

FEDERAL REQUEST – (enter in Section B column 1 line 6e of form SF424A)**$0,000**

F. Contract:
TABLE 17: FEDERAL REQUEST

Name		Cost
Gunnison Valley Health	1.5 FTE social worker to be embedded in the RE1-J school district for SBIRT screening, early intervention and coordination of services..	$132,000

Center for Mental Health/Tri-County Health	$8,000 annually for collaboration on all treatment activities, mental health first aid trainings, and education – locally and regionally connecting individuals' resources after treatment	$8,000
Western Colorado University – Student Health and Wellness	Funds for WCU Student Health and Wellness office to support Peer Health Educators to education and help connect students to community resources. $8,000	$8,000
Gunnison Valley Mentors - Inspire	Funds to support 1 .5FTE Inspire Mentors to support youth with highest needs for in-and out of school mentoring. $25,000	$25,000
GVH OB Department	Funds to support 4th trimester program with in-home parenting program and ACE trainings.	$25,000
Educational Stipends	$10,000 for scholarships, not to exceed $2,000 per person per year to increase training and skills to improve the behavioral health workforce of Gunnison County.	$10,000
	TOTAL	$208,000

NARRATIVE JUSTIFICATION:
Funds are requested to assist Gunnison Valley Health to embed social workers in the RE1-J school district for SBIRT screening, early identification of adverse childhood experiences, substance misuse, and referral to outside services. Funds are requested for .5 FTE for a Medical Assistant to expand MAT services to Crested Butte. Funds are requested to provide financial compensation for The Center for Mental Health to assist with all Treatment Core activities and have a dedicated staff member participate at the leadership level of the Consortium. The Center for Mental Health will also provide Mental Health First Aid and Suicide Prevention workshops across the community. Western's Office of Student Health and Wellness will directly work with the Peer Health Educators to carry out prevention activities and education opportunities to Western students, staff and faculty to prevent misuse of opioids and other substances. Programs will include alternative programs, drug take back programs, and other related programming. Educational opportunities include but are not limited to dissemination of substance related information, media costs, paid speakers and presentations targeted to Western students, staff and faculty members. Supplies and related items which will support programming activities and educational opportunities.

FEDERAL REQUEST-- (enter in Section B column 1 line 6f of form SF424A) $208,000

G. Construction: **NOT ALLOWED** – NONE

H. Other: expenses not covered in any of the previous budget categories

TABLE 19: FEDERAL REQUEST

Item	Rate	Cost
Monthly Fee for hand held email device	$45/month x 1 employee	$540
Computer	$3000 annually – three computers for staff and all maintenance and programming for computers cost which is $10,000 annually.	$3,000
Media Space for PSA's	$150 per month online and newspaper ads in each community x 12 months	$1,800
Support for youth initiatives	$400 for space for youth to hold safe space, meetings, focus groups and education. $25 supplies monthly	$5,100
Support cost for individuals in recovery and upon discharge	$1,000 per person to assist with housing, food, basic needs, childcare costs x 20 people annually.	$20,000
Voucher program – Mental Health	Mental Health Scholarships that will pay for 6 sessions for wellness or mental health sessions $90 x 6 = 540 for 40 people	$21,600
SUD/OUD Screening tool	Printed copies of screening tool	$1,975
	Total	$54,015

NARRATIVE JUSTIFICATION:
The Director position requires mobility in the form of a handheld email device and computer use in the office. Rates include monthly fee for service. Funds will be used in order to educate the computer on take-back programs, education opportunities and messaging through media sources. Funds will be used to help support youth initiatives in order to compensate youth for their time an increase buy-in. Funds will be used to support individuals who are reintegrating into the community from the emergency room, inpatient facilities, detox or incarceration. Funds will be used to support recovery efforts including increasing basic needs. Funds will be used to support a SUD/OUD screening tool that will be used across the community. Funds will be used in order to help create a voucher program to help reduce barriers to care and offset the cost for providers.

FEDERAL REQUEST-- (enter in Section B column 1 line 6h of form SF424A) $54,015

TOTAL DIRECT COSTS:
FEDERAL REQUEST (enter in Section B column 1 line 6i of form SF424A) **$454,551**

TOTAL INDIRECT COSTS:
FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A) **$45,449**

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs
FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) **$500,000**

TABLE 21: BUDGET SUMMARY Year 1

Category	Federal Request	Non-Federal Match	Total
Personnel	$159,785	$0	$159,785
Fringe	$28,756	$0	$28,756
Travel	$3,995	$0	$3,995
Equipment	$0	$0	$0
Supplies	$0,000	$0	$0,000
Contractual	$208,000	$0	$208,000
Other	$54,015	$0	$54,015
Total Direct Costs*	$454,551	$0	$454,551
Indirect Costs	$45,449	$0	$45,449
Total Project Costs	$500,000	$0	$500,000

Budget Summary – Year 2

Category	Federal Request	Non-Federal Match	Total
Personnel	$159,785	$0	$159,785
Fringe	$28,756	$0	$28,756
Travel	$3,995	$0	$3,995
Equipment	$0	$0	$0
Supplies	$0,000	$0	$0,000
Contractual	$208,000	$0	$208,000
Other	$54,015	$0	$54,015
Total Direct Costs*	$454,551	$0	$454,551
Indirect Costs	$45,449	$0	$45,449
Total Project Costs	$500,000	$0	$500,000

Budget Summary – Year 3

Category	Federal Request	Non-Federal Match	Total
Personnel	$159,785	$0	$159,785
Fringe	$28,756	$0	$28,756
Travel	$3,995	$0	$3,995
Equipment	$0	$0	$0
Supplies	$00,000	$0	$00,000
Contractual	$208,000	$0	$208,000
Other	$54,015	$0	$54,015
Total Direct Costs*	$454,551	$0	$454,551
Indirect Costs	$45,449	$0	$45,449
Total Project Costs	$500,000	$0	$500,000

Budget Summary – year 4

Category	Federal Request	Non-Federal Match	Total
Personnel	$159,785	$0	$159,785
Fringe	$28,756	$0	$28,756
Travel	$3,995	$0	$3,995
Equipment	$0	$0	$0

Supplies	$0,000	$0	$0,000
Contractual	$208,000	$0	$208,000
Other	$54,015	$0	$54,015
Total Direct Costs*	$454,551	$0	$454,551
Indirect Costs	$45,449	$0	$45,449
Total Project Costs	$500,000	$0	$500,000

Total 4 year period

Category	Federal Request	Non-Federal Match	Total
Personnel	$639,140	$0	$639,140
Fringe	$115,024	$0	$115,024
Travel	$15,980	$0	$15,980
Equipment	$0	$0	$0
Supplies	$0,000	$0	$0,000
Contractual	$832,000	$0	$832,000
Other	$216,062	$0	$216,062
Total Direct Costs*	$1,818,204	$0	$1,818,204
Indirect Costs	$181,796	$0	$181,796
Total Project Costs	$2,000,000	$0	$2,000,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Road Maintenance Agreement; Bureau of Land Managem

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Bureau of Land Management/Gunnison and Gunnison County

Term Begins: 4/04/2022 **Term Ends:** **Grant Contract #:**

Summary:

This agreement allows us to maintain BLM roads and collect HUTF

Fiscal Impact: FS and BLM provide 1/2 of our HUTF funding

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:

Appears legally sufficient. Note that although 20-year agreement BOCC can terminate with one year's notice.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/29/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 4/5/2022

Revised April 2015

ROAD MAINTENANCE AGREEMENT

Between

The United States Department of the Interior,
Bureau of Land Management,
Gunnison Field Office

And

Gunnison County, Colorado
by and through its
Board of County Commissioners

THIS ROAD MAINTENANCE AGREEMENT (Agreement) is entered into this ___ day of _____, 2022 by and between the United States Department of the Interior, Bureau of Land Management, Gunnison Field Office, hereinafter referred to as the "BLM," and the Board of County Commissioners, Gunnison County, Colorado, hereinafter referred to as the "County."

WHEREAS, pursuant to the Federal Land Policy and Management Act, 43 U.S.C. § 1701 et seq. (FLPMA), the BLM is responsible for the orderly administration, management, and protection of certain federal public lands and natural resources, including federal public lands and natural resources within the County; and

WHEREAS, pursuant to state law, the County is responsible for, among other things, promoting the health, safety, and welfare of its inhabitants, providing for economic development, and sustaining the state's agricultural and other industries; and

WHEREAS, pursuant to Section 307 of FLPMA, 43 U.S.C. §1737, the BLM may enter into cooperative agreements involving the management and protection of the public lands, and pursuant to C.R.S. 29-20-105 and C.R.S. 29-1-203, the County may enter into cooperative agreements with other governmental entities; and

WHEREAS, in April 1997, the County developed its map titled "Roads Maintained Summer/Winter by Gunnison County Public Works Department" (which was then updated in January 2001) identifying those roads in the County, including certain roads crossing public land administered by the BLM, that constitute the County's transportation system, and which the County believes it is primarily responsible for maintaining or improving as appropriate in discharging its above-referenced responsibilities; and

WHEREAS, it is in the best interests of each of the parties to reach agreement governing the routine maintenance of the roads addressed herein without affecting any determination that may have been previously made regarding the existence of any R.S. 2477 rights-of-way, and without prejudicing the right of the County to subsequently assert R.S. 2477 rights-of-way and all rights attendant to such right-of-way ownership or the right of the BLM to assess or defend against any such assertions;

NOW, THEREFORE, for the mutual promises set forth herein, the BLM and the County hereby agree as follows:

1. Roads Covered by this Agreement.

(a) Attached to this Agreement is Exhibit "A" and Map 1 which list and show those roads in the County's map titled "Roads Maintained Summer/Winter by Gunnison County Public Works Department" that the BLM and the County have agreed shall be covered by this Agreement. Exhibit "A" provides the following information about each road: (i) a BLM and County road number; (ii) length; (iii) width (if variable, list the range of widths); and (iv) any other relevant information about the physical characteristics of the road or the terrain it crosses.

(b) In the event either party believes that any road listed on Exhibit "A" should no longer be covered by this Agreement, the party (first party) shall provide written notice to the other party (second party) indicating why it believes the road should be excluded from coverage, and requesting that the parties meet to discuss the matter. The parties shall then meet within 20 days (or within any agreed-upon reasonable timeframe if it is not possible to meet within 20 days) to discuss the matter. In the event the second party refuses to meet or, following the requested meeting, the first party continues to believe that the road should no longer be covered by this Agreement, the first party shall provide written notice to the second party of its decision and an amended Exhibit "A." Such amended Exhibit "A" shall be effective 48 hours after its receipt by the second party. In the event that the BLM discovers sensitive resources (i.e., listed species, cultural resources, etc.) that may be subject to unnecessary or undue degradation by reason of the routine maintenance provided for in Section 2 herein, the BLM shall promptly notify the County of such discovery, and the County will suspend any routine maintenance on the relevant portion of the road for the period of time necessary for the BLM and the County to meet and determine how best to protect the resource while allowing routine maintenance of the road. Section 10 herein shall not apply to such amendments to Exhibit "A".

(c) The parties agree that the County may perform routine maintenance, as discussed in Section 2 herein and summarized in Exhibit "B," on each road covered by this

Agreement to preserve the existing road. The BLM also may perform such routine maintenance subject to the requirements of Paragraphs 2(a)-(c).

(d) Neither the inclusion in nor the omission from Exhibit "A" of a road shall create any presumption with respect to or affect in any manner the legal status of the road or the right of any person to assert or contest rights under R.S. 2477 in connection with the road.

2. Routine Maintenance under the Agreement.

(a) The routine maintenance that either the County or the BLM may perform on each road covered by this Agreement includes work reasonably necessary to preserve the existing road, including the physical upkeep or repair of wear or damage whether from natural or other causes, replacement of unsafe structures, including those damaged by natural and other events, maintaining the shape of the road, grading it, making sure that the shape of the road permits drainage, and keeping drainage features open and operable-essentially preserving the status quo.

(b) Each party shall maintain records of the routine maintenance it undertakes pursuant to this Agreement and provide the other party with copies of such records upon request or at the annual meeting provided for in Section 4 herein.

(c) Where practicable, the County shall provide the BLM with forty-eight (48) hours advance notice of the County's intent to undertake routine maintenance on a road covered by this Agreement. The purpose of the notice is not to make the routine maintenance subject to approval or disapproval by the BLM, as that would undermine a basic purpose of this Agreement. Rather, the purpose of the notice is to maintain open communication and cooperation between the parties and to allow the BLM to apprise the County of any circumstances or conditions that the County should be aware of in scheduling and undertaking such maintenance, as well as allowing the BLM to respond to inquiries from the public about such road work. In the event it is not practicable for the County to provide 48 hours advance notice to the BLM, the County shall provide notice to the BLM in as timely a fashion as is appropriate under the circumstances. The provisions of this section 2(c) also shall apply to any routine maintenance the BLM intends to undertake on the covered roads.

(d) The County shall not undertake any road work beyond routine maintenance without completing the consultation process with the BLM, as briefly discussed in Section 3 herein or, in the absence of completing such process, an order from a court of competent jurisdiction or a FLPMA Title V right-of-way grant authorizing such road work.

3. Consultation.

(a) In the event the County wishes to perform road work beyond routine maintenance on one or more of the roads covered by this Agreement that the County asserts it holds as an R.S. 2477 right-of-way, the County and the BLM shall complete the consultation process provided for in Southern Utah Wilderness Alliance v. Norton, 425 F.3d 735 (10th Cir. 2005), and set forth in BLM Instruction Memoranda WO-IM-2008-175 ("Consultation on Proposed Improvements to R.S. 2477 Rights-of-Way") and WO-2010-016 ("Clarification of the Acting Director's February 20, 2009 Memorandum on R.S. 2477 Claims") with respect to the relevant road(s) before the County may undertake such improvements.

(b) In the event the parties are unable to resolve any disagreements arising during the consultation process, the proposed improvement(s) shall not be undertaken in the absence of an order from a court of competent jurisdiction or a FLPMA Title V right-of-way grant authorizing such road work.

4. Annual Meeting. The BLM and the County shall meet at least annually to:

(a) Discuss and provide records of the routine maintenance undertaken on the roads covered by this Agreement during the previous year or since the last meeting;

(b) Discuss the possible addition to or deletion of roads from this Agreement;

(c) Discuss how this Agreement is or is not working for the parties and any ways to improve the Agreement and the processes it sets forth for undertaking routine maintenance; and

(d) Discuss road improvement projects that the County proposes or may wish to propose undertaking.

5. Responding to Emergencies. Should an emergency situation arise where public health and safety is at risk and road work is immediately required, if at all practicable the County shall notify BLM of the situation and the County and BLM shall coordinate concerning the necessary road work; following which the County may immediately undertake the appropriate road work necessary to respond to the emergency. If it is not practicable for the County to provide such prior notice to the BLM, the County shall notify the BLM of the emergency situation and the County response as soon as possible afterward.

6. Effective Date of Agreement. This Agreement shall be effective as of the date shown in the first paragraph of this document.

7. Term. This Agreement shall be in effect for a period of twenty (20) years and may be renewed for an additional twenty (20) years with the mutual consent of the parties.

8. Termination. In the event of a material breach, this Agreement may be immediately terminated by the non-breaching party. Otherwise, either party may terminate this Agreement following one year's written notice to the other party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior road maintenance agreement, understanding, or representation of the parties regarding the subject matter hereof.

10. Amendment. This Agreement may be amended by mutual agreement. Such amendment shall be in writing and shall be effective when signed by both parties.

11. Remedies. The parties shall have all rights and remedies provided under law for a breach or threatened breach of this Agreement.

12. Notice. Any notice or request authorized or required by this Agreement shall be made in writing and made first class, postage prepaid, to the following:

Field Manager	Chairperson
Gunnison Field Office	Gunnison County Board of County Commissioners
210 West Spencer Avenue, Suite A	200 E Virginia Avenue
Gunnison, CO 81230	Gunnison, CO 81230
Telephone: (970) 642-4940	Telephone: (970) 641-0248
Facsimile: (970) 642-4990	Facsimile: (970) 641-3061

The designation of the respective addressee, address, telephone and/or facsimile number may be changed by written notice given in the same manner as provided herein.

13. No Precedent. Nothing in this Agreement establishes precedent regarding the BLM's future management or administration of the public lands under its jurisdiction or the County's or State of Colorado's management or administration of transportation systems under their jurisdictions, and nothing herein shall preclude or be construed as waiving or limiting any authority, rights, or obligations of the BLM, the County, or the State of Colorado under applicable law.

14. No Waiver. This Agreement does not constitute abandonment, waiver, or other termination or modification of any rights under R.S. 2477 with respect to the roads covered by this

Agreement, nor does the Agreement constitute acceptance or recognition of any rights under R.S. 2477, or a waiver by the BLM of any defenses to an assertion of such rights or prejudice in any way the BLM's right to contest any assertion of such rights. The parties also recognize that the BLM retains its duty and authority to prevent unnecessary or undue degradation of the surrounding and underlying Federal public lands through reasonable regulation of the use of the covered roads.

15. Interpretation. This Agreement was produced as a result of negotiations between the parties and shall not be construed against either party as the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Road Maintenance Agreement in duplicate originals as of the day and year above written.

GUNNISON COUNTY COMMISSION	BUREAU OF LAND MANAGEMENT Gunnison Field Office
By_____	By_____
Gunnison County Board of Commissioners, Chairperson	BLM Gunnison Field Manager

Attachments: (2)
Exhibit A: Listing of Roads
Exhibit B: Scope of Routine Road Maintenance

Exhibit A
Road Maintenance Agreement
List of Roads

BLM Roads				
BLM Road No.	**Gunnison County Road No.**	**Road Name** (with description of segment subject to the agreement)	**Average Traveled Width (ft)**	**Road Length (miles)** [1]
3500	N/A	McCabe Lane to Cottonwood	TBD	2.06
3505	N/A	Kill Hill (from base area to BLM Rd 3500)	TBD	1.53
3076	43	South Parlin Flats Cutoff (from end of CR at private/BLM boundary to Hwy 114)	16	5.2
3033	58	Indian Creek (from Hwy 149 to end of road)	12	10.35
3034	59	Ten Mile Springs (from private/BLM boundary to junction with BLM Roads 3034d and 3034e)	12	1.97
3103	60	North Parlin Flats (from CR76 to FS/BLM boundary)	16	5.44
3054	61	North Pole Creek (from CR 31 to County Road 32)	14	8.41
3077	62	Houston Gulch (from CR 62 to BLM Road 3076, South Parlin Flats)	12	5.1
3012	64	Gateview (Lake Fork Canyon, from CR 25 to BLM/NPS boundary)	12	4.71
3006	65	Big Blue Ridge (from BLM/FS boundary to turnaround at end of road)	16	2.92
3001	864A	High Mesa (from CR 864 to end of road at BLM/FS boundary)	TBD	12.11

[1] Road lengths determined from BLM GIS data

County Roads				
BLM Road No.	**Gunnison County Road No.**	**Road Name** (with description of segment subject to the agreement)	**Average Traveled Width (ft)**	**Road Length (miles)** [1]
N/A	7	Miller Lane	TBD	2.24
3009	25	Blue Mesa Cutoff	TBD	16.79
3036	27	Cebolla Creek/Powderhorn	TBD	11.75
3043	31	Vulcan	TBD	11.15
3054	32	McCabe Lane (BLM FAMS L34789 from Hwy 50 to County Road 61)	TBD	3.49
3065	38	Gold Basin (from private/BLM	TBD	4.49

		boundary south of powerline to County line)		
3041	20	Steuben Creek (to current gate at Robbins')	TBD	2.65
3089	726	Beaver Creek (to SWA boundary)	TBD	0.47
3100	44	Quartz Creek/Woods Gulch Cutoff (there is a FLPMA ROW for the rerouted segment, COC-53317)	TBD	4.12
3077	62	Razor Creek (from Doyleville Cutoff, CR 45, to private/BLM boundary on Houston Gulch)	TBD	4.20
3090	45	Doyleville Cutoff (to County line)	TBD	2.11
3091	46	Irby Lane (from CR 45 to Irby's)	TBD	3.54
3092	47	Needle Creek Reservoir (from CR 46 to County line)	TBD	0.41
3072	42	Six-mile Lane (from the private/BLM boundary at the south end of Hollenbeck's property to County line	TBD	5.79
N/A	43	South Parlin Cutoff (from Hwy 50 to private /BLM boundary) *NOTE: This road does not cross any BLM.*	TBD	0.70
3011	68	Blue Mesa/Little Willow Cutoff (from CR 25 to private/FS boundary) ***NOTE**: The County would not be committed to any maintenance of this road; it would only be noted as a public road.*	TBD	7.96
Major County Paved or Gravel Roads				
3109	10	Walker Lane (Cranor Hill)	TBD	4.63
N/A	17	Antelope (into subdivision, not through Mapes' up Antelope Creek)	TBD	3.98
3101	76	Quartz Creek	TBD	
3095	887	Hot Springs Creek (to FS boundary past Waunita Hot Springs)	TBD	10.30

[1] Road lengths determined from BLM GIS data

Additional Roads to Be Maintained (December 16, 2020 and Janaury 6, 2022 Meeting)				
BLM Road No.	**Gunnison County Road No.**	**Road Name** (with description of segment subject to the agreement)	**Archeological Concerns**	**Road Length (miles)** [1]
3005	66	Cox's Park Rd		2.9
3008	68	Poison Draw (Big Blue Segment C)		3.1
3099	802	Wood Gulch Rd	Keep all maintenance within the existing road corridor (no drainage ditches) for the first 1500' from C.R. 44.	3.5
3007	67	Baldy (Big Blue Segment B)		2.2
3555		Enchanted Forest Rd (between BLM Roads 3560 and 3500)		0.7
3535		Top of Becks		0.9
3565		Powerline Connector		1.8
3525		Main Street	Archaeologist will monitor sites during maintenance during year 1; after year 1, notification of maintenance is requested 2 weeks prior to maintenance.	1.5
3560		Dirty Socks Connector		1.1
3220		Oh Be Joyful Rd/C.G. Loop		0.5
3570		Rattlesnake Junction		1.6
3123		Signal Peak Rd		2.9
3042		Willow Creek Cutoff Rd		1.8
Total New Mileage				**24.51**

1. GIS miles calculated by Andrew Breibart on 1/5/21 and 2/10/21. Mileage may not be accurate and accuracy can be determined with an odometer reading.

Exhibit B
Road Maintenance Agreement
Scope of Routine Maintenance and Maintenance Guidelines

1. Scope of Routine Maintenance

The term "routine maintenance" used in this Agreement, is governed by the decision in Southern Utah Wilderness Alliance v. Bureau of Land Management, 425 F.3d 735 (10th Cir. 2005). Under the decision, "routine maintenance" preserves the existing road, including the physical upkeep or repair of wear or damage whether from natural or other causes, maintaining the shape of the road, grading it, making sure that the shape of the road permits drainage, and keeping drainage features open and operable—essentially preserving the status quo. "Construction or improvement" requires advance consultation with the Bureau, and includes the widening of the road, the horizontal or vertical realignment of the road, the installation (as distinguished from cleaning, repair, or replacement in kind) of bridges, culverts, and other drainage structures, as well as any significant change in the surface composition of the road (e.g., going from dirt to gravel, from gravel to chip seal, roto-mill or tar sands, or from chip seal, roto-mill, or tar sands to asphalt, etc.), or any "improvement," "betterment," or any other change in the nature of the road that may significantly impact public lands, resources, or values.

2. General Road Maintenance Guidelines

Road maintenance shall be conducted to provide a reasonable level of riding comfort at prudent speeds for the route conditions and intended use (BLM Handbook 9113-Roads). Drainage structures will be maintained as needed to ensure all drainage features, such as water bars, culverts, rolling dips, or fords are functioning properly to accommodate high flows and associated debris and sediment. Additional water bars and rolling dips can be constructed as needed following BLM Archeological clearances. See attachments A, B, and C for water bar specifications and spacing. Brushing is conducted as needed to improve sight distance when appropriate for management uses. During routine maintenance and roadway inspection, remove all obstacles within the right-of-way that are potentially hazardous to roadway users. Such obstacles include fallen trees and posts, rocks, brush, trash, dead animals, unauthorized signs, etc. If any vegetation or debris needs to be stored on site, ensure such material is not stored in water ways, road side ditches, water diversion ditches, wetlands, or in riparian areas.

3. Native American Human Remains

Pursuant to 43 CFR 10.4(g), the operator must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony on federal land. Further, pursuant to 43 CFR 10.4 (c) and (d), the operator must stop activities in the vicinity of the discovery that could adversely affect the discovery. The operator shall make a reasonable effort to protect the human remains, funerary items, sacred objects, or objects of cultural patrimony for a period of thirty days after

written notice is provided to the authorized officer, or until the authorized officer has issued a written notice to proceed, whichever occurs first.

4. Cultural Resources

If subsurface cultural values are uncovered during operations, all work in the vicinity of the resource will cease and the Authorized Officer with the BLM notified immediately. The operator shall take any additional measures requested by the BLM to protect discoveries until they can be adequately evaluated by the permitted archaeologist. Within 48 hours of the discovery, the SHPO and consulting parties will be notified of the discovery and consultation will begin to determine an appropriate mitigation measure. BLM in cooperation with the operator will ensure that the discovery is protected from further disturbance until mitigation is completed. Operations may resume at the discovery site upon receipt of written instructions and authorization by the authorized officer.

5. Cadastral/Survey Status

As directed in 43 CFR 3809.420 - Surface Management - (b) (9) Protection of survey monuments. To the extent practicable, all operators shall protect all survey monuments, witness corners, reference monuments, bearing trees and line trees against unnecessary or undue destruction, obliteration or damage. If, in the course of operations, any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, the operator shall immediately report the matter to the authorized officer. The authorized officer shall prescribe, in writing, the requirements for the restoration or reestablishment of monuments, corners, bearing and line trees.

The Public Land Survey conditions in some of these areas are categorized as High Risk according to the latest GCDB inventory. Official records indicate GCDB (and thus GIS) reliabilities to be over 100 ft. When planning the decommissioning of specific closed or unauthorized routes, the following items related to the protection of the Public Land Survey System will be evaluated by the BLM Cadastral Surveyor in coordination with the project manager:

1. An effort should be made by a qualified individual to locate, and protect any original monuments that may exist in the project area.

2. Local research should be conducted to identify private survey records that apply to this area. Any private monuments found as a result should be protected.

3. Closure of roads within the project area near private lands should be determined prior to road closure to avoid closing roads on private land not part of the project.

6. Integrated Weed Management Guidance from the Candidate Conservation Agreement

The following information has been taken directly from Appendix A of the Candidate Conservation Agreement for the Gunnison sage-grouse, *Centrocercus minimus,* Gunnison Basin Population (CCA) and is repeated here as part of the Road Maintenance Agreement. Though the CCA is in litigation, these BMPs are applicable and are best practices that BLM adheres to.

APPENDIX A. Integrated Weed Management: Preventing the Spread of Invasive Plants

A. Background

Weeds are identified as a "moderate+" threat to GUSG by the USFWS, with the likelihood of "indefinite increases due to increased human presence and climate change." And much research indicates that ground disturbance caused by construction and maintenance activities, as well as unclean equipment, contributes heavily to the spread of invasives.

Recognizing that many weed prevention and management efforts are underway in the region, and many BMPs are already incorporated into standard operating procedures, nonetheless, the participants to early discussion – listed above – identified room for improvement across the agencies and counties. Participants recognize that integrated weed prevention and management measures not only contribute to grouse habitat conservation, but contribute to better resource management in general.

B. Best Management Practices: Road Maintenance & Ground Disturbance Operations

In order for a signatory to receive coverage under the CCA and conference opinion, the signatory will apply these best management practices to the extent feasible for work within Gunnison sage-grouse habitat on and through federal lands, including signatories' contractors and right-of-way, easement, and permit holders.

Including but not limited to crown or slope reconstruction; clearing ditches, culverts and catchments; replacement of road surface, roadside mowing operations, and dust abatement.

SCHEDULE & TIMING

1. Plan work from non-infested areas to infested areas, as practicable. Plan work with Basin Weed Coordinator or Agency Weed Specialist, using existing weed inventories along planned route.
2. If heavily infested areas are known along planned routes for grading or mowing, work with Basin Weed Coordinator/Agency Weed Specialist to identify sections where it may be appropriate and practical to lift grader's blade or mower deck.
3. Minimize operations of equipment during conditions when mud can accumulate on equipment. Generally, these types of conditions exist when damage to the road resource can occur.
4. When scheduling allows, schedule activity when seeds or propagules are least likely to be viable and to be spread or when grading/blading/mowing could reduce the vigor of the weed infestation.

- Contact Basin Weed Coordinator or Agency Weed Specialist and refer to Gunnison Basin Weed Inventory GIS database (to be developed).
- Generally grade roads early in the spring before grasses develop seed heads or late in the season after grasses have set seed and become dormant.

MOBILIZING EQUIPMENT: EQUIPMENT CLEANING

1. Clean all heavy equipment and mobilizing equipment[1] before entering Gunnison County and West Saguache County.
2. Power-washing is the most effective method of cleaning.
3. Equipment shall be considered free of soil, seeds, vegetation, and other such debris when a visual inspection by operator or staff does not disclose such material on the undercarriage, cross members, frame, skid plates, belly pans, wheels, treads, tracks, suspension, bumpers, wheel wells, radiator grills, and the ledges on the inside of rear and front bumpers. *Disassembly of equipment components or specialized inspection tools is not required.*

BETWEEN-SITE OPERATIONS: EQUIPMENT CLEANING

1. Clean all heavy equipment before entering each project area if:
    - Equipment is covered with mud, plants, or other foreign materials and/or
    - Previous operation site was infested with invasive plant species.
2. Power-washing is the most effective method of cleaning, when available. Mechanical removal via "brooming" may be appropriate when in the field.
    - *Ideally, equipment should be washed between each route within Gunnison sage-grouse habitat and/or in between infested areas and non-infested areas.*
    - *Yet the infrastructure – portable power-washing stations—is not yet available in the region.*
    - *Cleaning equipment arriving from outside of the Basin is a good step but not sufficient.*
    - *A practical compromise is that equipment should be cleaned via following methods:*
        - *Commercially washed whenever movement between sites takes operators through towns with commercial facilities;*
        - *Hose-washing in staging area/area with drain may suffice;*
        - *In the field: mechanical removal may be appropriate in the field.*
3. Equipment shall be considered free of soil, seeds, vegetation, and other such debris when a visual inspection by operator or staff does not disclose such material on the undercarriage, cross members, frame, skid plates, belly pans, wheels, treads, tracks, suspension, bumpers, wheel wells, radiator grills, and the ledges on the inside of rear and front bumpers. *Disassembly of equipment components or specialized inspection tools is not required.*

ON-SITE OPERATIONS & OPERATOR EDUCATION

1. Locate and use weed-free project staging areas.

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[1] earth-moving equipment; does not include pickup trucks and personal vehicles.

2. Avoid acquiring water for road dust abatement where access to the water is through weed-infested sites.
3. Only use gravel, chip seal, soil, sand, or other types of imported road/fill materials from sites that have no weed infestations.
    - For agency/County work, these sites should be identified or inspected by the Gunnison Basin Weed Coordinator or Agency Weed Specialist prior to mobilization.
    - For contracted work, a list of agency or County-recommended sources will be provided and recommended to contractor.
    - In the future, should a state or local weed-free certification program for road/fill materials be initiated, participating entities in the CCA will adopt the certification standards and require use of certified weed-free road/fill materials for their own and contracted work.
4. Only grade the road or mow the shoulder when necessary for resource protection, safety, or function.
5. As practicable, keep the grader's blade 1 to 2 inches above the road surface when the primary goal is to remove rocks that have fallen onto the road.
6. Annually, train operations and maintenance staff in the identification of invasive plant species and relevant weed BMPs.

RESEEDING & RECLAMATION

1. During the same growing season that the ground disturbance takes place/within 30 days following completion of construction, revegetated the newly disturbed sites with approved seed mixes.
    - Identify party responsible for revegetation work if work is contracted.
    - If ground disturbance occurs after late August/average date of first frost, generally delay reseeding until October 1/average date of consistent frost to ensure seedlings remain dormant and viable until following growing season (NRCS guidance, Scott pers comm). *Date may vary depending upon elevation.*
    - Consult Agency Weed Specialist, Botanist, or Ecologist for approved seed mixes. The agencies and/or the Weed Commission will work together to provide suitable seed mixes.
    - For surfaces that are annually graded and cleaned, including the road prism[2] and water bars, revegetation would not be appropriate.
    - Culvert installation and lead-out ditch construction should be revegetated.
    - Seeding shall be repeated if a satisfactory stand is not obtained as determined by the agency representative upon evaluation after the second growing season.
2. Use only weed-free (certified when available) erosion control devices, such as coir logs, erosion control blankets, straw, topsoil, and soil amendments. Wattles, jute mats, and rice straw are examples of weed- free products.

[2] Road prism is area from the top of the cut to the bottom of the fill.

3. Following ground-disturbing activities, treat infested areas with herbicides, hand pulling, or biological controls as deemed necessary by Basin Weed Coordinator or Agency Weed Specialist.
    - Unless otherwise agreed, surfaces that are annually graded and cleaned, including the road prism and water bars, do not require treatments.
    - Culvert installation and lead-out ditch construction areas should be treated.

INVENTORY & MONITOR

1. Agencies and Counties should inventory areas for invasive plants prior to their own/contracted road maintenance activities and ground-disturbing construction and flag these areas for avoidance or post-project treatment *(see Treatments section, above)*. Inventories should include the following information:
    - Road number and mile markers
    - UTM's
    - Infestation type, i.e. existing infestations
    - Infestation size
    - Cover class
    - Type(s) of species observed
2. Update Gunnison Basin Weed Inventory GIS database at minimum once a year.
    - Gunnison Basin Weed Coordinator will annually coordinate with agencies to collect, compile, and make available most updated weed inventory information.
3. Monitor sites between two and three years following all treatments, as practicable. Prioritize monitoring in priority grouse habitat.
    - Unless the Weed Commission can absorb the work load, the agency will be responsible for monitoring.

C. Terms and Conditions for Contractors, Rights-of-Way & Easement Holders

In order for a federal signatory to receive coverage under the CCA and conference opinion, federal signatories will incorporate these terms and conditions into new and renewed individual right-of-way authorizations, easements and permits on federal lands within GUSG habitat.

In order for non-federal and federal signatories to receive coverage under the CCA and conference opinion, signatories will apply these terms and conditions to both internal and contracted work to maintain and construct infrastructure within Gunnison sage-grouse habitat on federal lands.

Unless otherwise agreed, to prevent the introduction of the seeds of noxious and invasive weeds onto lands within occupied Gunnison sage-grouse habitat on federal lands:

CLEANING

Contractor, utility, or individual operator shall ensure all heavy equipment moved onto lands is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds.

1. Equipment shall be considered free of soil, seeds, vegetation, and other such debris when a visual inspection by operator or staff does not disclose any such material on the undercarriage,

cross members, frame, skid plates, belly pans, wheels, treads, tracks, suspension, bumpers, wheel wells, radiator grills, and the ledges on the inside of rear and front bumpers.

2. For equipment arriving from outside Gunnison County and West Saguache County, operator shall clean all heavy equipment and mobilizing equipment[3] before entering Gunnison County and West Saguache County.
3. Although power-washing is the most effective method, prior to moving between sites *in the field*, operator shall employ **whatever cleaning methods necessary** to ensure compliance with the terms of this provision.
4. Movement between field sites that *requires travel through or return to Gunnison/urban center* shall be accompanied by power-washing at a commercial washing station, **if one is available**.
5. Disassembly of equipment components or specialized inspection tools is not required.

NOTIFICATION

Contractor, utility, or individual operator shall notify agency representative prior to moving each piece of heavy equipment onto such agency-administered lands, unless otherwise agreed.

1. If the agency representative requests an inspection, arrangements will be made to inspect equipment prior to it being moved onto agency lands.
2. Use of contractors by individual private ROW/easement holder would require agency notification, with the following exceptions:
    - Private land access ROWs/easement holders operating own equipment are excepted from this measure, unless otherwise agreed.
    - Does not apply to snow removal equipment.

SOURCING/STAGING

When the agency/County specifically provides the necessary information, contractor/utility/individual operator shall:

1. Use identified/mapped weed-free project staging areas.
2. Use identified/mapped access routes and water sources for road dust abatement.
3. Use only gravel, chip seal, soil, or other types of imported road materials from agency-approved or inspected sources.
4. Use identified/mapped turn-around locations.

7. 2022 Modifications to Exhibit B

Listed below are specific road maintenance instructions and considerations:

- BLM 3005/CR 66: Grazing permittee has requested for this to be re-routed for better trailer access. This road may not require a re-route. This road would be maintained occasionally due to blade operators having maintained this road prior even though it was not on Appendix A prior to this 2022 update.

[3] earth-moving equipment; does not include pickup trucks and personal vehicles.

- BLM 3008/ CR 68: cobbly/rocky surface. County will look at this road in 2022 to determine feasibility of maintenance. This road may be removed from maintenance if Gunnison County deems this road not suitable for maintenance with their equipment or is burdensome. Mileage will not be added in 2022.

- BLM 3042 (Willow Cutoff Road): This road has utilities in the road and along the road. It has a 10-14' travel width, native surface, in drainage with exposed utility lines; There is material nearby to cover utilities. The drainage located 500 feet east of S.H. 149 needs to be built up and hardened to keep one lane of traffic. Currently, this area becomes too muddy to drive and vehicles have created multiple routes. BLM will take care of this problem area in 2022 with its internal Road Maintenance Program.

- County Road 802/ BLM Road 3099 (Wood Gulch Road): Maintenance can occur after July 15 each year for protection of Gunnison sage-grouse during brood-rearing and nesting for neo-tropical migratory birds.

- County Road 44/BLM Road 3100: Winter maintenance will not expose bare ground and maintain snow on the ground. Snow traps will be kept to the minimum width which is about one motor grader blade length (12 feet).

- BLM Road 3123 (Signal Peak Road): As needed two parking areas at trailheads for Chicken Wing and Signal Peak will be maintained as necessary.

- BLM 3220 (Oh Be Joyful C.G. Road): Maintenance includes the campground loop. BLM will upgrade this road in 2022 and 2023. Road maintenance can commence any time during normal road maintenance of County Road 734 (Slate River Road).

General road maintenance instructions and considerations:

- Prior to maintenance of roads with archeological concerns, Gunnison County will notify the BLM archeologist at least two weeks prior to scheduled maintenance (Exhibit A).
- Most BLM roads have a width between 10-14'. Maintenance maintain these traveled widths. Gunnison County will account for runout ditches but will utilize current ditches. Additional drainage features such as lead out ditches, water bars, and rolling dips may be authorized by the BLM as needed to ensure proper drainage of county-maintained roads.
- BLM Engineering may be able to provide road base, culverts, and a water truck annually.
- BLM and Gunnison County need to hold pre-season maintenance meetings annually. Topics may include:
    - Known weed infestations.
    - Scheduling of archeologists.
    - Supply of BLM road materials, culverts, or water trucks.
    - An opportunity to evaluate previous years projects and find opportunities to improve the agreement.

- Gunnison County will likely do most of the maintenance during the fall when soil moisture in the roads allows for better deliverables

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cooperative Forest Road Agreement; USDA Forest Ser

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: United States Forest Service - GMUG and Gunnison County

Term Begins: 4/05/2022 **Term Ends:** **Grant Contract #:** FS Agreement # 22-RO-110204

Summary:

The is the Master Agreement and Schedule A list for all 3 GMUG Districts. This must be in place for Public Works to maintain FS roads.

Fiscal Impact: Approximately 1/2 of our road miles/HUTF funding

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:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 4/5/2022

Revised April 2015

FS Agreement No. 22-RO-11020400-019

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
GUNNISON COUNTY, COLORADO
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the day of April, 2022, by and between the Gunnison County, hereinafter referred to as "County," and the USDA, Forest Service, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Gunnison County, State of Colorado, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which that the County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that that the County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:

   a. Agree that certain roads under the jurisdiction of that the County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of that the County should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.

c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.

d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.

e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.

f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between that the County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to that the County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

   Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

   Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing

such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

b. The project agreement shall include the following elements:

    1. Identification of road or road segment to be improved or constructed.

    2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.

    3. Schedule of construction or improvement work and designation of the party or parties to perform the work.

    4. Estimates of cost of improvement or construction.

    5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by that the County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to that the County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to that the County periodic billings, but not more often than monthly, or a final billing as the case may be.

    The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of that the County to the project unless changed by a modification of the project agreement.

    If funds are provided by the U.S. Forest Service for work to be performed by that the County the arrangements shall be set forth in the project agreement. Payments to that the County shall be made as provided for in the project agreement.

    If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

   The costs of such easements or other interests in land are to be at the expense of the acquiring party.

   The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish that the County copies of survey notes, maps, and other records.

   To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Grand Mesa, Uncompahgre and Gunnison National Forest for the U.S. Forest Service, and Hinsdale County for that the County shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. 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.

8. MODIFICATION AND TERMINATION.

   a. This agreement may be modified by mutual consent.

   b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

   a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.

   b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or that the County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.

   c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.

   d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. 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: Sparky Casebolt Address: 195 Basin Park Dr City, State, Zip: Gunnison, CO, 81230 Telephone: 970-641-0044 Cell: 970-209-7919 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbi Ferchau Address: 195 Basin Park Dr. City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 Email: DFerchau@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0471 FAX: 970-642-4425 Email: ggantt@fs.fed.us	Name: Merna Fehlmann Address: 2250 S. Main St. City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

11. 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 that 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 United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If that the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds that the County has expended in violation of sections 433 and 434.

12. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire unless extended.

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

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

CHAD STEWART, Date
FOREST SUPERVISOR
U.S. Forest Service, Grand Mesa, Uncompahgre, &
Gunnison National Forest

JONATHAN HOUCK, Date
COUNTY COMMISSIONER
CHAIRPERSON OF THE BOARD
Gunnison County, Colorado

LIZ SMITH, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

ROLAND MASON, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

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

Merna Fehlmann Digitally signed by Merna Fehlmann
Date: 2022.03.14 17:20:39 -06'00'

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 4 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.

Gunnison County ScheduleA 2022 Gunnison District

GRAND MESA, UNCOMPAHGRE AND GUNNISON National Forest, Gunnison RD USFS Agreement Number: 22-RO-11020400-019

GUNNISON County, State of Colorado

Chad Stewart, Forest Supervisor Date Jonathan Houck, BOCC Chairperson Date

USFS Agreement Number:		22-RO-11020400-019			COUNTY ROW: County has jurisdiction for law enforcement and authority to control and regulate use.			USFS ROW: USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		ROAD RESTRICTIONS: Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	ROAD MAINTENANCE & SIGNING: Insert Operating Maint. Level for all NFSR	
ROAD NAME	ROAD NUMBER NFSR	ROAD NUMBER COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Seasonal Restrictions (Seas)	ALL COUNTY	ALL USFS
Alpine	7868	8682	Jct w/US Hwy 149 to LV 2 Segment at CG	10.8	Unknown (UKN)			X	X	Yes - Gate	3	3
Alpine	7868	8682	LV 3 Segment to DE at Trailhead	0.9				X		Seasonal	2	2
Alpine Plateau	7867	8672	Jct w/US Hwy 50 to Jct w/ NFSR 7868	21.5				X	X	Yes - Gate	3	3
Alpine Tunnel	7839	8392	NFSR 7765 to Alpine Tunnel Trailhead	9.8				X		Seasonal	2	2
Beaver Ponds Trailhead	7730.1D	7302TH	NFSR 7730 to trailhead and parking	0.1				X		Seasonal	3	3
Big Blue Campground	7868.1E	8682CG	NFSR 7868 thru Campground	0.3				X		Seasonal	2	2
Boat Dock	7742.1I	7422BO	Jct w/CR 742 to Boat Dock	0.3				X		Seasonal	3	3
Brush Creek Trailhead	7738.1A	7382TH	CR 738 to trailhead and parking	0.1				X		Seasonal	3	3
Carbon Creek	7737	7372	NF Bdy to Private	1.2				X		Seasonal	3	3
Cement Creek (LV 3 and 4))	7740	7402	FBDY @ MP 1.7 to MP 7.2 above Pvt.	5.5	UNK			X	X	Yes - Gate	3, 4	3, 4
Cement Creek (LV 2)	7740	7402	MP 7.2 LV3 to Jct. w/ NFSR 759 MP 9.2	2.0				X		Yes - Gate	2	2
Cement Creek Campground	7740.2E	7402CG	NFSR 7740 thru Campground	0.2				X		Seasonal	3	3
Cottonwood Overlook	7209.A	2092A	Jct Cty Rd 209 to parking area	0.2				x		Seasonal	3	3
Cranor Gravel Pit	7901	9012	Jct w/ CR 742 to Murdie Gravel Pit	0.7				X		Seasonal	3	3
Depler Park	7769	7692	Cr 887 to top of the Ridge	2.00				X	X	Seasonal	2	2
Cumberland Pass	7765	7652	Jct w/ CR 742 to Jct w/CR76	26.0	UNK			X	X	Yes - Bridge Yes - Gate	3, 4	3, 4
Dark Gulch	7880	8802	Jct NFSR 744 to Jct NFSR	0.4				x		Seasonal	3	3
Gold Creek	7771	7712	CR 771 to Jct w/ Gold Creek Campground	1.4				X		Seasonal	3	3
Gold Creek Campground	7771.2D	7712CG	NFSR 7771 thru Campground	0.1				X		Seasonal	3	3
Halls Gulch	7766	7662	NFSR 7765 to ford crossing of Halls Gulch	2.2	UNK			X		Seasonal	2	2
Italian Creek	7759	7592	740 to Reno Divide, and 742 to MP 2.0	5.7				X	X	Yes - Bridge	2	2
Lake Irwin	7826	8262	CR 826.A to CG and Jct w/ 7826.1D	2.6				X		Seasonal	3	3
Lake Irwin Campground	7826.1A	8262CG	NFSR 7826 thru Campground	0.5				X		Seasonal	3	3
Lilly Lake TH	7730.F	302TH	NFSR 7730 thru parking area	0.1				X		Seasonal	3	3
Lost Canyon	7743	7432	CR 743 at NF Bdy to Highlands Subdivisio	5.5	UNK			X		Seasonal	3	3
Middle Quartz Creek	7767	7672	NFSR 7765 to Middle Quartz Campground	4.7				X		Seasonal	2	2
Mill Creek	7727	7272	NF Bdy @ mp 3.4 to dead end @ 4.6	1.2				X		Yes - Gate	2	2
Mirror Lake	7267	2672	NF Bdy @ Tincup to Mirror Lake	3.2				X		Seasonal	3	3
Ohio Creek	7730	7302	FBDY to Jct w/CR 12 (Kebler Pass Rd)	5.1				X		Yes - Gate	3	3
Old Monarch Pass	7237	2372	Jct. w/CO RD 888 to Forest Boundary	9.5	UNK			X		Seasonal	3	3
Pass Creek Branch (Murdie Flats Subd.)	7587	5872	NFSR 7765 to Jct 7209.1G	0.7				X	X	20' ROW on Pvt.	3	3
Pieplant	7742.3D	7423D	NFSR 7742 to Gate at MP 3.2	3.2				X		Seasonal	2	2
Pitkin CG	7765.3E	7652CG	NFSR 7765 thru Campground	0.6				X		Yes - Bridge Yes - Gate	3	3
Rainbow Lake	7724	7242	US Hwy 50 to NFST 449	14.0				X	X	Yes - Gate	3	3
Rainbow Lake Campground	7724.2A	7242CG	NFSR 7724 thru dispersed CG	0.3				X		Seasonal	3	3
Red Creek (Lv 3)	7723	7232	US Hwy 50 to NFSR 7723 Lv 2 segment	12.6				X	X	Yes - Gate	3	3
Red Creek (Lv 2)	7723	7232	NFSR 7723 Lv 3 segment to Dead End	3.0				X		Yes - Gate	2	2
Red Mountain Creek	7742.3H	7423H	NFSR 7742 to Jct. w/ NFST 414	1.6				X		Seasonal	3	3

Schedule A

USFS Agreement Number:	22-RO-11020400-019				COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING	
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR	
ROAD NAME	ROAD NUMBER NFSR	COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Seasonal Restrictions (Seas)	ALL COUNTY	ALL USFS
Rocky Brook	7748	7482	NFSR 7744 to Jct. w/ NFSR 7742	10.7				X		Seasonal	3	3
Schofield Pass	7317	3172	NF Bdy North of Gothic to WR NF bdy @ Schofield Pass	5.4	UNK			X		Yes - Gate	3	3
Slate River	7734	7342	NF Boundary above Pittsburg to WR Forest Boundary	4.4	UNK			X		Yes - Bridge	3	3
Snowblind Campground	7888.1A	8882A	NFSR 7888 thru Campground	0.5				X		Yes - Gate	3	3
Soap Creek (Lv 2)	7721	7212	Jct 7721.2C to Commissary TH	2.3				X		Yes - Gate	2	2
Soap Creek (Lv 3)	7721	7212	CR 721 @ NF Bdy to Jct. w/ Soap Cr. CG NFSR 7721.2C	2.3				X		Yes - Gate	3	3
Soap Creek Campground	7721.2C	77212CG	NFSR 7721 thru Campground	1.2				X		Seasonal	3	3
Spring Creek (Lv 3)	7744	7442	CR 744 @ NF Bdy to Jct. w/ NFSR 7880	10.5	UNK			X		Seasonal	3	3
Spring Creek (Lv 2)	7744	7442	NFSR 7744 Lv 3 segment @ Jct w/ NFSR 7880 to Jct w/ NFSR 7758.1E	6.2				X		Seasonal	2	2
Summerville Trailhead	7700	7002	CR 742 to Dead End and Parking Area	0.1				X	X	Seasonal	3	3
Swampy Pass Trailhead	7730.1E	7302TH	Jct w/ NFSR 7730 to Trailhead and Parking area	0.1				X		Seasonal	3	3
Taylor River (Lv 3-4)	7742	7422	Jct w/CR 209 to Jct w/ 7742.3K & Lv 2 segment	13.3	UNK			X		Seasonal	3, 4	3, 4
Taylor River (Lv 2)	7742	7422	NFSR 7742 Lv 3 segment w/ Jct of 774.3K to DE	5.3				X		Seasonal	2	2
Tincup Cemetary	7953.1A1	9254	NFSR 7953 to Tincup Cemetary	0.3	UNK			X		Seasonal	3	3
Tomichi Creek	7888	8882	From USFS Boundary below Whitepine to Jct with 888.3A Bonanza	4.2	UNK			X		Seasonal	3	3
Union Park	7752	7522	Jct w/ 7752A to Cow Camp	5.0	UNK			X		Seasonal	3	3
Washington Gulch	7811	8112	NF Bdy to Lv 2 segment	0.4	UNK			X		Seasonal	3	3
Washington Gulch	7811	8112	NFSR 7811 Lv 3 segment to Jct. w/ NFSR 7734	5.2	UNK			X		Seasonal	2	2
Waunita Pass	7763	7632	Jct w/ CR 887 to NF Bdy	9.3	UNK			X	X	Seasonal	3	3
Waunita - Black Sage	7887	8872	NF Bdy to NF Bdy	4.2				X		Seasonal	3	3
Waunita - Black Sage	7887	8872	NF Bdy to NF Bdy	0.5				X		Seasonal	3	3
West Fork (Alpine Plateau)	7867.2A	652	NFSR 7867 spur NF bdy @ mp 0.4 to NF bdy.	1.9				X		Seasonal	3	3
Willow Creek	7882	882	County Road 76 to M.P. 3.0	3.0				X		Seasonal	2	2

2022 SCHEDULE A

Uncompahgre and Gunnison NF, Ouray RD **National Forest** **USFS Agreement Number:** **22-RO11020400-019**

Gunnison **County, State of**

Chad Stewart, Forest Supervisor **Date** **Jonathan Houck, BOCC Chairperson** **Date**

USFS Agreement Number: **22-RO11020400-019**

	ROAD NUMBER				**COUNTY ROW**			**USFS ROW**		**ROAD RESTRICTIONS**	**ROAD MAINTENANCE & SIGNING**	
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR	
ROAD NAME	NFSR	COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT		ALL COUNTY	ALL USFS
Cimarron Forks	858.3G	8582CG	NFSR 858 to the forks dispersed camping - DE	0.3				X		Seasonal		3
East Fork Cimarron	863	8632	NFSR 858 to NFST 228	1.7				X		Yes - Gate		3
Fisherman Parking	858.3D	8582D	NFSR 858 to parking area and boat ramp	0.3				X		Seasonal		3
Johnson Park	864.4C	8642CG	NFSR 864 to toilet	0.1				X		Seasonal		3
Little Cimarron	864	8642	NF Easement at MP 8.1 to Trailhead	12.3				X		Yes - Gate		3
Middle Fork Cimarron	861	8612	NFSR 858 to Dead End	4.8				X		Yes - Gate		3
Owl Creek - Cimarron	858	8582	NF Bdy (US 50 side) to Ouray County	12.0				X		Yes - Gate		3
West Fork Cimarron	860	8602	NFSR 8585 to ML 2.	2.0				X		Yes - Gate		3

Gunnison Schedule A 2022 Paonia District

Gunnison NF, Paonia Ranger District | **National Forest** | **USFS Agreement Number:** | **22-RO-11020400-019**

Gunnison | **County, State of**

Chad Stewart, Forest Supervisor | **Date** | **Jonathan Houck, BOCC Chairperson** | **Date**

					COUNTY ROW			**USFS ROW**		**ROAD RESTRICTIONS**	**ROAD MAINTENANCE & SIGNING**	
USFS Agreement Number:		**22-RO-11020400-019**			County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR	
ROAD NAME	ROAD NUMBER NFSR	ROAD NUMBER COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT		ALL COUNTY	ALL USFS
Buzzard Divide	265	2652	Forest Bndry to Gunnison/Delta Cntyline	4.8				X		Seasonal		4
Lost Lake Road	706	7062	Kebler Pass CR 12 Road to Lost Lake 706.1B/706.1A	2.4				X		Seasonal		3
Minnesota Creek to Beaver Reservoir	710	7102	FS Bndry to Dam at Reservoir	4.2				X		Seasonal		2
Crystal Creek	713	7132	FS Bndry to NFST 888	14.3				X		Seasonal		3
Crystal Creek Spur A	713	7134	Connector NFSR 713 to NFSR 717	0.7				X		Seasonal		2
Myers Gulch	715	7152	Jct w/NFSR 716 to Jct w/NFSR 717	5.9				X		Seasonal		2
Old Mesa	716	7162	Countyline to Private Land at NF Bdy	5.5				X		Seasonal		3
Mesa Creek	717	7172	Jct w/ NFSR 716 to Jct w/713.4A	8.0				X		Seasonal		3
Curecanti Creek	720	7202	FS Bndry to 1/2 mile below beaver ponds	7.0				X		Seasonal		3
Corral Gulch	719	7192	Counytyline to NFSR 716	3.2				X		Seasonal		3
Erickson Springs Recreation Area	903	9032	Kebler Pass Road CR 12 to TH and CG	0.7				X		Seasonal		3
Lost Lake Campground A Spur	706.1A	7062ACG	NFSR 706 to DE	0.2				X		Seasonal		3
Lost Lake Campground B Spur	706.1B	7062BCG	NFSR 706 to loop	0.4				X		Seasonal		3
Horse Ranch Park	707	7072	Kebler Pass Road CR 12 to loops access NFST 838	0.3				X		Seasonal		3
Cliff Creek Trailhead	809	8092	Kebler Pass Road CR12 to Trailhead Cliff Creek trail	0.3				X		Seasonal		3

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Vacating a Certain Portion of Laurel S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Kuisle Tincup street vacation request was approved contingent upon property receiving an Environment Health Board approval. EH Board has approved. Resolution is attached.

Fiscal Impact:

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:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/30/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 4/5/2022

Revised April 2015

DCM Crosby said she had found no answer when she researched old records; there was no record of a vacation for that usage.

5. Applicant Comments: Applicant Sally Kuisle noted that all her applications were in and ready to go, but requested that the Board not grant a request for a pedestrian easement over the hopefully soon-to-be vacated Laurel Street. She felt that pedestrians walking Laurel would have to backtrack and the access down 10th Street to Walnut Street would have much less rocky slope, with much less debris, and be on an existing path. She also pointed out that the pedestrian access down Laurel would pass within six feet of her cabin steps.
6. Board Questions: When asked about her observation of the different access areas, DCM Crosby noted for the Board that there was the same connectivity across 10th Street to Walnut, so this was not an issue if Laurel were to be vacated. She also reminded the Board that the engineer had specifically found this Laurel Street area to be the only site for a compliant septic system to be installed for the applicant.
7. Public Comments: Chairperson Houck then opened the hearing to public comments. American Mountain Association HOA representative, Jacob With, came forward and stated that it would help to preserve a benefit to the public by keeping the pedestrian easement through Laurel. Citing the haphazard way in which Tincup has been settled, he asked the Board to not get rid of an easement that could easily be preserved at no cost to the County.
8. Acknowledge Correspondence Received: Chairperson Houck stated that, besides the correspondence noted at the beginning of the hearing, he had received something just that morning from Karen Sauerhagen at 8:18 am. He then forwarded this email to the rest of the Board, DCM Crosby, and to County Attorney Matt Hoyt for review, adding that this correspondence covered the same issues and perspectives already presented to the Board.
9. Applicant Response: Sally Kuisle explained that her cabin was built on part of the road access in the 1950s and she had not chosen to put this cabin in the easement. She also wanted to stress that the access over to Walnut Street would be a much better route.
10. Close Public Hearing: Chairperson Houck closed the public hearing at 9:23 am.

The Board then discussed the issues, with Chairperson Houck reflecting back to other instances – one was a vacation in Ohio City. His perspective was that each is site specific, and the question remained, "Does it benefit all the people in the community?" He further noted that the Walnut Street access vs Laurel Street did not create a hardship if they did not keep the pedestrian access to Laurel Street. Commissioner Smith also added that she saw a public benefit in finding a way to preserve water quality with a compliant septic system, besides the need to preserve public pathways.

The Board further discussed the history of the Kuisle's cabin, noting that there had been no due diligence in the County back when the cabin was built. Other discussion highlights included the comparison of the connectivity to Walnut Street compared to the Laurel location, the need for a compliant septic system, lack of records for a past Laurel Street vacation, and problems with a pedestrian easement.

Upon consulting with County Attorney Matt Hoyt on how to approve with a contingency, it was then **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the street vacation on Laurel Street in the Town of Tincup, with the contingency that, if a variance was not approved by the Environmental Health Board, and a lot cluster agreement for Lots 18-24, Block 14 in the town of Tincup was not granted by the Board of County Commissioners that day, then the street vacation would be held null and void. This motion would also instruct staff to prepare a resolution that reflected the detail of the discussion and decision of the commissioners from the meeting held that day. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; SALLY S. KUISLE REVOCABLE TRUST; LUC-21-00049; LOTS 18-24, BLOCK 14, TOWN OF TINCUP: Due to the complexity of putting contingencies on both the street vacation resolution and the lot cluster, the Board took counsel for some minutes with Community and Environmental Development Director Cathie Pagano, Community Development Administrative Services Director Beth Baker, Applicant Sally Kuisle, and County Attorney Matt Hoyt.

After this discussion, Chairperson Houck then **moved** to approve the lot cluster agreement and declaration LUC-21-000049, lots 18-24, Block 14 in the Town of Tincup, contingent upon approval of a variance by the Environmental Health Board, and to authorize the full Board's signatures. Commissioner Smith seconded and the motion carried unanimously.

BREAK: Chairperson Houck called a recess in the meeting from 9:49 am to 9:54 am.

2022 WORK PLAN AND BUDGET REQUEST; MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE; $45,390: Chief Financial Officer Juan Guerra was present in the room for discussion. Also present via Zoom were Marble Crystal River Chamber of Commerce representative, Karen and Larry Good, Christy Villalobos, and Vicki Branson.

CFO Juan Guerra let the Board know that he could see no issues with funding from the lodging tax dollars in the amount of $45,390, as requested by the Marble Crystal River Chamber of Commerce. Chamber representative Larry Good explained that they are trying to move away from so much of the seasonal motorized vehicle destination, planning instead to develop more of a year-round hub with live events and an artist's community in their downtown area. Their request included adding staff for hub support, rather than having all run by volunteers only.

After a brief discussion, the Board approved the Chamber's budget request and added that final approval would come as soon the County's budget was finalized.

Riders – a snowmobile group that grooms snowmobile trails in the Cimarron area. She also introduced on Zoom, former Commissioner and the Secretary/Treasurer of Gunnison County Sno Trackers, Phil Chamberland, whose snowmobile group grooms the Kebler Pass area. DCM Crosby explained to the Board that the insurance company, which all the snowmobile clubs use, only offers insurance up to $1 million, and with the State insurance minimum requirement of $1,093,000, this meant that the County would carry a liability for the extra $93,000. She then asked each representative of the snowmobile clubs to explain what they do for the trail system each winter. Each representative explained what is involved in grooming to improve the safety of the trail systems, noting that they typically go well over the amount of contract hours which they are paid for. Both representatives requested waivers for their groups, noting that Gunnison is the only County who had not agreed to the $1 million policy, and adding that the cost of an extra $1 million insurance policy would be prohibitive for their clubs.

County Attorney Hoyt explained to the Board that the dollar amount of liability would be increasing again at the first of 2022, and the County would be at an even greater liability. DCM Crosby noted that coming up with a blanket policy for the County in the future would be difficult, because every policy she had seen varied quite a bit for each activity.

After some discussion by the Board regarding upcoming decisions for insurance requirements, Chairperson Houck stated that he believed that, for this specific issue, the grooming would actually relieve some of the liability by making trails safer overall; because of this, he was comfortable with the insurance coverage of $1 million that each club was able to obtain. With the rest of the Board's support, it was **moved** by Chairperson Houck to accept the certificate of liability insurance for both the Gunnison County Sno Trackers and the Uncompahgre Valley Trail Riders in the amount of $1 million liability coverage, as suitable and acceptable for the activities they'll be performing in Gunnison County for the grooming season of November 15, 2021 to April 15, 2022. Commissioner Smith seconded, and the motion carried unanimously.

Chairperson Houck then requested that the County Attorney convey the increased amount of insurance required by the State to the grooming clubs, in order for them to work on obtaining adequate insurance if possible for the next grooming season of 2022-2023.

2. Concerning the Colorado Department of Agriculture agreement on the consent agenda for today. DCM Crosby let the Board know that this grant and one other coming in January 2022 represented $35,000 worth of improvements because of Melody and her staff working hard to qualify for and receive these grants. She expressed her gratitude for the staff and wanted to spotlight their hard work and contributions to the Fairground.
3. Update on Kebler Pass. DCM Crosby explained to the Board that this year's hunting season over Kebler Pass was seeing heavy traffic. It was also starting to snow and she noted that Public Works would keep the pass open as long as possible, closing it over the top if safety became an issue; they would also maintain roads to the forks until weather conditions or lack of staffing began to interfere with the maintenance of other, more traveled roads.
4. Update on Cottonwood Pass. DCM Crosby state that Cottonwood Pass was closed on November 1st. They did not lock the gates, but the closure was posted.

CONTINUED 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

Deputy County Manager Marlene Crosby and American Mountain Association HOA representative, Jacob With, were present in the room for discussion; the applicant Sally Kuisle was also present via Zoom.

1. Open of Public Hearing: Chairperson Houck opened the public hearing at 9:00 am, explaining for those present in the room and on Zoom that he would elect to modify this hearing because it was a continued Public Hearing.
2. Public Notice Confirmation: DCM Marlene Crosby noted that they had missed the American Mountain parcel in their initial mailing but this had now been remedied, with certified mailings and returned mail stubs.
3. Identify Ex Parte Communications: No exparte communication was received by the Commissioners. DCM Crosby had received mail and passed this information on the Commissioners, but these had not been answered, and were treated as information for the upcoming, continued hearing.
4. Staff Presentation: Chairperson Houck directed that he wished to hear from staff first, then applicant, then questions from the Board, adding that there would also be an opportunity for public comment. He stated that he did not anticipate the Board would be continuing this hearing past that day's meeting, with all the information given to them in the meeting portfolio for this hearing.

DCM Marlene Crosby began by addressing a question regarding the status of 10th Street access. She presented the Board and Roger Sauerhagen, representative for the American Mountain residents, with a map showing the American Mountain access onto 10th Street. Regarding a locked gate on 10th Street, she found no order from a Board of County Commissioners that vacated any portion of 10th Street, so it was perceived to be open. The gate which had blocked a portion of 10th Street was found by Public Works staff to be no longer there when they had visited Tincup the week before this meeting, and all was accessible to the public.

Regarding a second question put forward in correspondence – "How is American Mountain allowed to block off the access of the two streets [Walnut and Laurel] previously part of the plat of Tincup?" –

Gunnison County
COLORADO

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting November 2, 2021 (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

The Revocable Trust of Sally S. Kuisle by Sally Spencer Kuisle Trustee
Owner
RECITALS:

Legal Description: Complete – please attach if too long

Lots 18 through 24 Inclusive, Block 14
Town of Tincup
and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 8/31/21 Sally Spencer Kuisle, Trustee
Owner

Date: of the Revocable Trust of Sally S/Kuisle
Owner

Date: _____
Owner

Date: _____
Mortgage or Lien Holder

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 31st day of August 2021 by Sally Spencer Kuisle **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 6/15/23

Clarissa Williams
Notary Public

Address:

2525 4th St. Boulder CO 80304

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

CLARISSA WILLIAMS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20154023289
My Commission Expires 6/15/2023

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: 11·2·21

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

Gunnison County Environmental Health Board Minutes

February 3, 2022

The February 3, 2022 Gunnison County Environmental Health Board meeting was conducted in the Gunnison County Blackstock Center 2nd floor meeting room, located at 221 N. Wisconsin #D, Gunnison, Co. 81230 and by ZOOM virtual online meeting.

Board Members Present:
Bill Barvitski, EH Board Member
Ashley Bembenek, EH Board Member
Shea Earley, EH Board Member
Lynn Cudlip, EH Board Member

Absent Board Members:
Lucinda Lull, EH Board Member

Staff Present:
Crystal Lambert, Building and EH Official
Shannon Frias, Community Development
Charlie Dominquez, Community Development
Rebecca Ricord, Community Development

Other attendees as listed in text.

Call to order: A quorum was determined by Bembenek at 1:22 P.M.

Approval of Agenda; Decision to table the approval of officers and meeting times to next meeting. Agenda approve with changes.

Approval of Minutes: Moved by Earley seconded by Cudlip to approve the January 20, 2022 meeting minutes. The motion passed unanimously with Board members Earley, Bembenek, Cudlip and Barvitski voting yes.

Unscheduled citizens: None present or on ZOOM

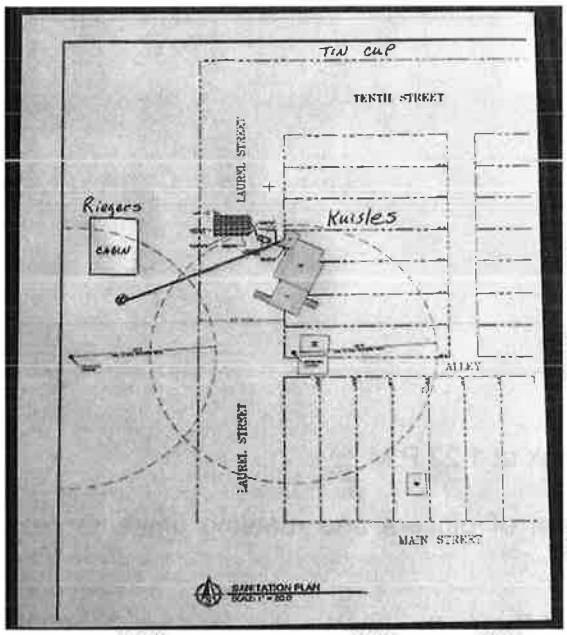
Sally Kuisle, (OWTS-21-00325): The Environmental Health Board conducted a public hearing to review the variance request to the Gunnison County On-site Waste Water Treatment System (OWTS) regulations for an OWTS on a parcel less than one-acre at 132 Laurel street in Tincup.

With a quorum present Vice Chairperson Bembenek opened the public hearing.

Environmental Health Official (EH Official) Lambert confirmed adequate public notice. The notices were published in the CB News and the Gunnison Country Times. All property owners within 500 feet of the parcel boundaries were notified by certified mail of the public hearing. The agenda was posted at the new posting location, on the Gunnison County Community Development website. The applicant submitted the certified mailing receipts, photo and affidavit of posting.

Application Presentation:

Applicant Sally Kuisle was present on ZOOM. Kuisle stated that she owns 123 Laurel Street in Tincup. Kuisle stated she realized she had a need for a new septic tank when a neighbor had to replace a tank a few years ago. Kuisle hired Sara Bergstrom to design a new system. Bergstrom visited the property and brought out Bill Parker who is licensed PWTS installer in Gunnison County. Parker witched the sewer line across Laurel street and it went all the way across to the neighbor and ended under the neighbor's deck. This was about 50 feet from the 2 water wells in their yard. West is the only direction to go. North and East have steep hillsides, and south is where the water well is. The previous owner stated that the system was installed in the early 70's. Kuisle shared photos of the cabin and parcel. This showed the slopes and layout. The cabin is 850 sq. ft. Kuisle shared a map of the lots.



The redline shows the sewer line going across Laurel Street into the neighbor's yard. The County Commissioner have approved a vacate a portion of Laurel street. The Rieger's, the neighbors, are going to give Kuisle a 30-foot easement for the leach field. Kuisle has a survey done recently. The survey confirmed there is a 60% graded slope on the North and East sides. The Rieger's and Kuisle are going to split the 60% of Laurel Street.

Staff Comments:

EH Official Lambert stated she put together a packet with the variance request submittal analysis and the supporting documents. Including a draft action for consideration of the Environmental

Health board. The prosed plan is a replacement system on an already developed parcel. This is unusual for EH board to consider. The current system is located on the neighboring parcel encroaching on the wells. This proposal includes an element of the County granting a street vacation the BOCC wanted to ensure that the variance request would be approved by the EH board before the street vacation goes in to place. The proposed plan appears to meet all requirements for an OWTS except the one-acre requirement. The alternative is to not do anything and Kuisle continues to use the old tank. It is a metal septic tank that is deteriorating and the leach field is on the neighbor's property. Staff does not believe this is an option at all. Staff recommends approval for the variance request as proposed. Staff conducted a site visit and took pictures.

Public Comments and Responses: None

Review Body Comments:

Environmental Health Board Member Early stated that the applicant mentioned a vacate and a 30-foot easement. Early wanted to know what the 30-foot easement is for. Kuisle responded that, when the county vacates Laurel Street, her and the neighbors each get 30 feet. The neighbors will own 30 feet and are going to give her an easement.

Cudlip mentioned that the BOCC is asking that the variance be approved before they issue a vacation of Laurel street. Cudlip asked for clarification. Lambert stated that the BOCC wanting to make sure the variance is approved before they issue a vacation because the need for the vacation will not be present if the variance is not approved.

Cudlip asked about the easement and when it will be recorded. Kuisle stated she will be hiring an attorney to complete each step but did not want to hire anyone until a decision was made on the variance in case it was denied.

Barvitski asked about the 30-foot easement. Wanted to make it clear that the 30-foot easement would become Kuisle's property. Lambert informed the board that the 30 feet on the Kuisle side will be her property. Before they can issue a septic permit, they need the easement recorded. The tank will be on Kuisle property and half the leach field will be on the neighbor's property.

Berbanek asked about decommissioning the old tank. Kuisle stated she will do whatever is needed. Kuisle stated that it was recommended to fill the tank with sand. Lambert commented that that would not stop the deterioration. And suggested getting rid of the tank completely. Kuisle reminded the board that the tank is under the back section of the cabin and she would have to tear down a portion of the cabin.

Barvitski stated that Bergstrom is aware of the County regulations on abandoning the tank and they need to make sure it is done correctly.

Bembenek asked if there are regulations/requirements that state what has to be done when a tank is abandoned or should that be included in the variance as a potential condition of approval. Lambert stated that it is a requirement in the regulations. Dominguez stated that at inspections they make sure the old tanks are decommissioned correctly.

Moved by Barvitski and seconded by Earley to close the public hearing. The motion carried unanimously.

Lambert read the staff recommendations and noted approval of the application and decision of approval required. The approval includes that it is a standalone, unique variance request that only pertains to this parcel. Earley stated they need to require the recording of the easement as a condition to the approval. Lambert will add that to the approval as number 1 and bump everything down. Earley asked if language should be added about the vacation. Lambert stated that the vacation of Laurel street is a condition of approval in the BOCC decision for a vacation. Beth Baker joined the meeting. She explained that she worked with Kuisle on the lot cluster which was also required. Both the street vacation and the lot cluster had to be approved. The BOCC was concerned that they would be giving away land with a vacation and a vacation would not be necessary if the variance was not approved. If the variance is approved then the vacation is approved. Kuisle asked if she should get her lawyer to write up the easement and recorded. Lambert commented that she could that but should make sure the wording is adequate.
Cudlip added that they need to add wording in the condition that the easement is recorded. Lambert added that the easement recording will stay with the property forever.

Moved by Barvitski with the condition of a platted easement and seconded by Cudlip to approve the application/decision for Sally Kuisle (OWTS-21-00325): for an OWTS on a parcel less than one-acre at 132 Laurel Street in Tincup, before the Gunnison County Environmental Health Board (as amended.) The motion carried unanimously with the condition of the recorded easement added under condition #1.

Bembenek adjourned the meeting of the Environmental Health Board at 1:57 PM

DRAFT-ENVIRONMENTAL HEALTH BOARD VARIANCE REQUEST ACTION

APPLICANT: Sally Kuisle

DATE: February 3, 2022

SITE LOCATION: 132 Laurel Street, Lots 18-24, Block 1, Tincup

ACTION: Request for a variance to the Gunnison County OWTS Regulations for an OWTS on a parcel less than one-acre

PREPARED BY: Crystal Lambert, Building and Environmental Health Official

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PROPOSED PROJECT:

The applicant is requesting a variance to the Gunnison County OWTS Regulations for a replacement OWTS on a parcel less than one acre to serve an existing dwelling.

GUNNISON COUNTY ENVIRONMENTAL HEALTH OFFICE ACTION:

The application and proposed design plans have been reviewed by the Environmental Health Office for compliance with the OWTS Regulations and the land use requirements of the County. The proposed septic design meets the design criteria of the Gunnison

County OWTS Regulations and the minimum horizontal distance requirements from water features, pertinent physical features and property lines are met.

The OWTS application was denied by the Environmental Health Office because *Section 3. A.9.* of the *Gunnison County OWTS Regulations* states that an OWTS shall not be permitted to be installed on a parcel of land less than once acre in size.

APPLICANT'S REQUEST FOR A VARIANCE:

A request for a Public Hearing with the Environmental Health Board for the consideration of a variance to *Section 3.A.9* of the *Gunnison County OWTS Regulations* has been received.

PUBLIC HEARING:

On February 3, 2022, the Gunnison County Environmental Health Board conducted a Public Hearing on this request for a variance.

FINDINGS:

Based on a review of all the information included with the OWTS application, the request for a variance, and staff reports for this project and consideration of any and all testimony and public input received relative to this application, the Gunnison County Environmental Health Board finds that:

1. Action on this request for a variance from the *Gunnison County OWTS Regulations* is property-specific and limited to the circumstances unique to this application.

2. The applicant has demonstrated that the requested variance from the *Gunnison County OWTS Regulations* is warranted by unique and existing site-specific configuration and site size that make compliance with the Regulations technically infeasible.

3. The applicant has provided justification through specific conditions that exist which support a finding that approval of the requested variance will result in no greater risk than that associated with compliance with the requirements of the *Gunnison County OWTS Regulations*.

4. The applicant has demonstrated that approval of the requested variance will not be in violation of any minimum standards established in any other applicable federal or state rule or regulation.

5. The applicant has demonstrated that the proposed OWTS will not be a nuisance or injurious to public health, safety or welfare. The proposed OWTS meets

minimum horizontal distance requirements from water features, pertinent physical features and property lines. The existing aging system that the proposed OWTS will be replacing is partially on the neighboring parcel, does not meet the required setback distances to water wells and has a rusting metal tank.

6. The applicant has demonstrated that no substantial injury will result from the granting of the requested variance.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Department file relative to this application; including all exhibits, references and documents.

DECISION:

The Gunnison County Environmental Health Board, having reviewed the proposed application and supporting documentation, site observations and public testimony does approve the requested variance to Section 3.A.9 of the *Gunnison County OWTS Regulations* for Sally Kuisle at her parcel, 132 Laurel Street, Lots 18-24, Block 1, Tincup, under OWTS application 21-00325, with the following conditions:

1. The OWTS shall be designed and installed in accordance with the *Gunnison County OWTS Regulations* and the *Gunnison County Land Use Resolution,* including but not limited to setback requirements, design standards, requirements for system components and general technical standards.

2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

4. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

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Shannon Frias, Administrative Assistant III
Gunnison County Community Development Department

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Easement Agreement

This Easement Agreement is entered into between **Humming Bird Properties, LLC**, a South Dakota limited liability company ("Grantor") and **Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time)** ("Grantee").

Whereas:

A. Grantor is the owner of **Lots 1 through 7, Block 13, Town of Tin Cup, and the west half of vacated Laurel Street adjacent thereto,** according to the official Plat of the Town of Tin Cup recorded in the real property records of Gunnison County, Colorado (the "Grantor's Property");

B. Grantee is the owner of **Lots 18-24, Block 14, Town of Tincup, and the east half of vacated Laurel Street adjacent thereto**, according to the official Plat of the Town of Tin Cup recorded in the real property records of Gunnison County, Colorado (the "Grantee's Property");

C. The existing OWTS serving the Grantee's Property encroaches onto the Grantor's Property. Other minor encroachments also exist. The Grantor and Grantee desire for Grantee to replace the existing OWTS.

D. The Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, an easement to construct a new OWTS, to decommission the existing OWTS, and to use the other existing encroachments, in accordance with this Agreement.

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. Grantor grants to Grantee a perpetual easement across the Grantor's Property to install, use, maintain, and repair a new OWTS soil treatment area in the location shown on **Exhibit A**. Grantee's use of the Grantor's Property shall be to the minimum extent practicable in order to accomplish such uses.

2. Grantor grants to Grantee a perpetual easement across the Grantor's Property for the components of the existing OWTS that are located on Grantor's Property, on the condition that upon completion of the new OWTS, Grantee shall decommission the existing OWTS in accordance with the requirement of Gunnison County. Grantee's use of the Grantor's Property shall be to the minimum extent practicable in order to accomplish such uses.

3. Grantor grants to Grantee a perpetual easement across the Grantor's Property for the existing propane tank, driveway, wood fence, and fire pit, as such encroachments are currently located. Grantee shall have the right to locate, use, maintain, repair, and replace such encroachments, provided that Grantee shall not change the location or expand the size or scope of the current encroachments without the express prior consent of Grantor.

4. Except for the items expressly authorized in paragraph 3, Grantee is not permitted to store or park vehicles, RVs, motorhomes, trailers, OHVs, firewood, or any other items on the Grantor's Property without the prior written consent of Grantor

5. The parties shall use good faith efforts to agree upon maintenance and repairs required to keep the driveway in its present usable condition. The cost of any mutually agreed upon maintenance and repairs shall be shared equally by the Parties. Each party reserves the right to perform additional maintenance and repairs at its own expense. Any desired modification, or improvement of the driveway beyond basic repair and maintenance shall be performed only after obtaining prior written approval of the other party, which approval shall not be unreasonably withheld. The cost of maintaining and repairing the other encroachments covered by this Agreement shall be the sole responsibility of Grantee.

6. Grantee indemnifies and holds Grantor harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs, and expenses (including attorney fees) suffered or incurred by Grantor and arising directly or indirectly, as a result of any personal injury, death, or property damage arising from Grantee's use of the easements.

7. The burdens and benefits of the easement provided for herein shall run with the Grantor's Property and Grantee's Property, and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, occupants, and invitees.

GRANTOR: Humming Bird Properties, LLC

By: Lyle W Rieger Date: 3/21/2022
Lyle W Rieger, Executive Manager

By: Cheryl Rieger Date: 3-21-2022
Cheryl Rieger, Executive Manager

STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 21 day of March, 2022, by Lyle W Rieger and Cheryl Rieger, as Executive Managers of Humming Bird Properties, LLC. Witness my hand and official seal. My commission expires: May 4, 2024.

Michele VanLondersele-Green
Notary Public

MICHELE VANLONDERSELE-GREEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19974010521
My Commission Expires May 4, 2024

GRANTEE: Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time)

By: Sally Spencer Kuisle, Trustee Date: 3/18/22
Sally Spencer Kuisle, Trustee

STATE OF Colorado)
) ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 18th day of March, 2022, by Sally Spencer Kuisle, Trustee of The Revocable Trust of Sally S. Kuisle (as amended from time to time). Witness my hand and official seal. My commission expires: Jan. 23, 2026.

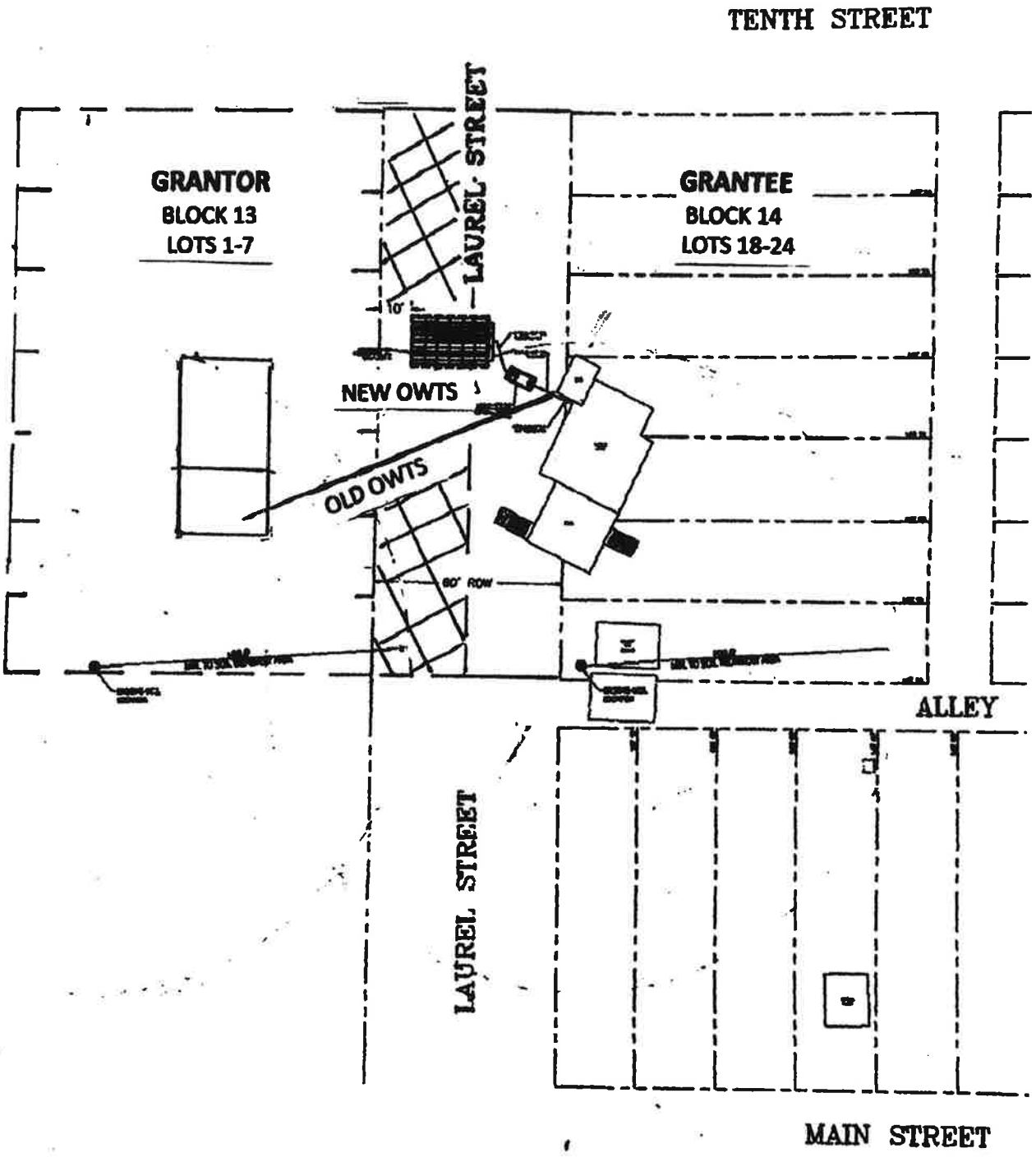
Notary Public

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Exhibit A

TIN CUP, COLORADO



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-____

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 the Board conducted a public hearing on November 2, 2021 on such vacation pursuant to the County's Road and Bridge Standards; and

WHERAS, the Board approved the vacation of the above-referenced portion of Laurel Street contingent upon its approval of both a Lot Cluster Agreement and Declaration, LUC-21-00049 for Sally S. Kuisle Revocable Trust at Lots 18-24, Block 14, Town of Tincup and approval by the Gunnison County Environmental Health Board from the County's Onsite Wastewater Treatment System (OWTS) standards for an OWTS on a parcel less than one-acre at 132 Laurel Street in Tincup; and

WHEREAS, the Lot Cluster Agreement and Declaration, LUC-21-00049 for Sally S. Kuisle Revocable Trust at Lots 18-24, Block 14, Town of Tincup, was approved by the Board November 2, 2021, contingent upon approval by the Gunnison County Environmental Health Board from the County's OWTS standards for an OWTS on a parcel less than one-acre at 132 Laurel Street in Tincup; and

WHEREAS, on February 3, 2022, the Gunnison County Environmental Health Board approved the application for Sally Kuisle (OWTS-21-00325) for a variance from the County's OWTS standards for an OWTS on a parcel less than one-acre at 132 Laurel Street in Tincup with the condition of a platted easement, with said Easement Agreement having been recorded March 25, 2022, Reception #683771; and

WHEREAS, the contingencies imposed by the Board with regard to both the street vacation and lot cluster referenced above have been satisfied; and

WHERAS, in order to provide a clean record and to formally acknowledge and find as a matter of fact the satisfaction of these contingencies, the Board has deemed it prudent to adopt this Resolution;

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 this Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

_____

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 138 Elk Valley Townhomes Plat; a Re-Subdivision of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Sign Townhome Plat

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\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/5/2022

Revised April 2015

Date: March 23, 2022

RE: Townhome Plat /BOCC Signature
LUC-22-00004

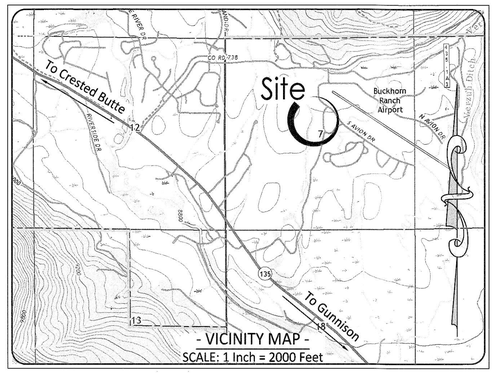
- The County Attorney's office has reviewed and determined the plat legally sufficient for the BOCC review
- The taxes are current
- The Certificate of Occupancy has been issued
- HOA Approval Complete
- The plat has been signed and notarized
- Lien holder has approved and signed the plat

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00004
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

138 Elk Valley Townhomes

Being a Re-Subdivision of Lot M1-5, Buckhorn Ranch Filing 2b
Situated within Section 7, Township 14 South, Range West of the 6th Principal Meridian
Gunnison County, Colorado



PROPERTY DESCRIPTION:

Lot M1-5, BUCKHORN RANCH FILING No. 2b, according to the plat thereof, recorded April 26th, 2004, bearing Reception No. 541322

County Of Gunnison,
State of Colorado.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

We, Stephanie Train Puente and Sebastian Puente, Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto, and the Gunnison Bank & Trust Company as beneficiary of that certain Construction Deed of Trust bearing Reception No. 670482 in the office of the Gunnison County, Colorado Clerk and Recorder, being the owner and mortgagee of .44 acres of land legally described as Lot M1-5, Buckhorn Ranch Filing No. 2b, According to the Plat Recorded April 26, 2004 at Reception No. 541322, County of Gunnison, State of Colorado, under the name of 138 ELK VALLEY 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.

7 day of March, A.D. 2022

Stephanie Train Puente and Sebastian Puente, Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto

By: Stephanie Train Puente
Stephanie Train Puente, Trustee

By: _____
Sebastian Puente, Trustee

State of CO)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 7 day of March A.D. 2022 by Stephanie Train Puente and Sebastian Puente as Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto.

My commission expires: 01/10/2024

Witness my hand and official seal:

_____
Notary Public

CASSANDRA ELIZABETH UHRINEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204001348
My Commission Expires January 10, 2024

Leinholder: Gunnison Bank and Trust Company

By: _____

Name: Heidi Hahn

Title: Senior Banker

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 7 day of March A.D. 2022 by Heidi Hahn as Senior Banker of the Gunnison Bank and Trust Company.

My commission expires: 01/10/2024

Witness my hand and official seal:

_____
Notary Public

CASSANDRA ELIZABETH UHRINEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204001348
My Commission Expires January 10, 2024

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of 138 Elk Valley Townhomes is approved this _____ day of _____, A.D. 2022, 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.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison
County Clerk and Recorder

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, Stephanie Train Puente and Sebastian Puente, Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including, bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

By: Stephanie Train Puente
Stephanie Train Puente, Trustee

By: _____
Sebastian Puente, Trustee

ATTORNEYS 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 Stephanie Train Puente and Sebastian Puente, Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
2. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
3. A right of way for ditches or canals constructed by the authority of the United States as reserved in the United States Patents recorded February 18, 1934 in Book 235 at Page 375 and October 28, 1949 in Book 278 at Page 539.
4. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 16, 1913, in Book 101 at Page 529.
5. Restrictions, reservations and easements, which do not contain a forfeiture or reverter clause, contained in Deed recorded April 23, 1976 in Book 493 at Page 282.
6. Covenants, conditions and restrictions set forth in Declaration of Protective Covenants for Crested Butte Airport recorded April 23, 1976 in Book 493 at Page 288, and the effect of termination recorded November 6, 1996 under Reception No. 471833.
7. Terms and conditions contained in an agreement regarding construction and maintenance of a concrete ditch between Ronald D. Rouse and William J. Lacy recorded May 28, 1976 in Book 493 at Page 973; modified by instrument recorded April 4, 1994 in Book 743 at Page 230 and clarified in instrument recorded December 11, 1995 in Book 775 at Page 95.
8. Terms, conditions, provisions and burdens set forth in ditch easements contained in Quit Claim Deeds recorded May 9, 1978 in Book 514 at Page 794 and in Book 514 at Page 799.
9. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Findings of Fact, Order and Decree in the matter of the organization of the proposed East River Regional Sanitation District recorded April 26, 1984 in Book 604 at Page 934 and in Tap Purchase Agreement recorded October 1, 1984 in Book 610 at Page 357.
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Deed recorded October 05, 1984 in Book 610 at Page 589.
11. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded October 09, 1984 in Book 610 at Page 612.
12. Terms and Conditions in Agreement by Brush Creek Airport Limited Liability Company as Recorded April 25, 1994 in Book 744 at Page 318, for a satellite fire protection facility.
13. Terms, conditions and restrictions as set forth in declaration of restrictions, covenants, easements, imposition of fees and architectural control recorded June 2, 1994 in Book 746 at Page 488 and amendment thereto recorded May 3, 2001 under Reception No. 510418.
14. Easements and covenants, which do not include a forfeiture or reverter clause, contained in an agreement between Brush Creek Airport Limited Liability Company and William J. Lacy, Jr., recorded December 11, 1995 in Book 775 at Pages 95-99.
15. Terms, conditions and provisions of special restrictive covenants respecting airplane landing strip recorded December 20, 1995 in Book 775 at Page 642.
16. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution#95-73 recorded December 26, 1995 in Book 775 at Page 801 and in Board of County Commissioners of Gunnison County #01-08 recorded February 2, 2001 under Reception No. 508400.
17. Conditions imposed by the Board of County Commissioners of Gunnison County, Resolution No. 24, Series 1997 for a Land Use Change Permit for Buckhorn Ranch (formerly Avion), in which the specific location is not defined, recorded May 13, 1997 under Reception No. 475588.
18. Terms, conditions, and provisions contained in Cooperative Development Agreement recorded November 17, 1997, under Reception No. 479882.
19. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution #31, Series 1999, recorded September 15, 1999 under Reception No. 496207, and Board of County Commissioners Resolution #01-09 recorded February 2, 2001 under Reception No. 508401.
20. Terms, conditions and provisions in Stipulation and Settlement Agreement recorded February 13, 2001 under Reception No. 508667; rerecorded May 14, 2001 under Reception No. 510614; and Board of County Commissioners Resolution No. 01-07 recorded February 2, 2001 under Reception No. 508399; and order approving Stipulation and Settlement recorded February 13, 2001 under Reception No. 508668; and Amendment to Stipulation and Settlement Agreement recorded January 28, 2003 under Reception No. 527562.
21. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Protective Covenants for Buckhorn Ranch recorded May 3, 2001 under Reception No. 510419; and in Resolution for Amendment recorded July 7, 2007 under Reception No. 577051; and in Amended and Restated Declaration recorded October 27, 2017 under Reception No. 649955.
22. Terms and conditions as contained in Development Improvements Agreement recorded May 3, 2001 under Reception No. 510421.
23. Terms, conditions, obligations and agreements as contained in Gunnison County Resolution #22, Series 2004 recorded April 26, 2004 under Reception No. 541321; and Amendment recorded October 12, 2011 under Reception No. 608847.
24. Easements, conditions, covenants, restrictions, reservations and notes on the recorded Plat of Buckhorn Ranch Filing 2b, recorded April 26, 2004 under Reception No. 541322; and in the Trustee's Deed recorded March 19, 2019 under Reception No. 659149.
25. Terms, conditions, provisions and burdens set forth in notice recorded April 26, 2004 under Reception No. 541325.
26. An easement and right of way as granted to Atmos Energy by instrument recorded June 27, 2005 under Reception No. 555067 and by instrument recorded September 16, 2005 under Reception No. 558288 and by instrument recorded October 2, 2006 under Reception No. 569618.
27. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in grant of easement recorded July 18, 2008 under Reception No. 585228.
28. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded September 08, 2008 under Reception No. 586338.
29. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement to Skyland Metropolitan District recorded September 08, 2008 under Reception No. 586339.
30. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water Provider and Easement Agreement recorded October 29, 2009 under Reception No. 594872.
31. Terms, conditions, provisions, restrictions, burdens and obligations of Design Guidelines recorded December 5, 2007 under Reception No. 580730, and the Addendums thereto recorded July 9, 2008 under Reception No. 585019 and Reception No. 585020; and Amended Design Review Guidelines and Construction Rules and Regulations recorded November 09, 2012 at Reception No. 616872 and recorded April 28, 2016 under Reception No. 639119; and in Amended Design Review Guidelines and Construction Rules and Regulations recorded March 01, 2018 under Reception No. 651956.
32. Restrictive covenants, which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Covenants for Lots M1-1 through M1-15 of Buckhorn Ranch Filing No. 2b recorded December 04, 2018, under Reception No. 657584.
33. Terms, conditions and provisions of Resolution No. 18-46 recorded December 04, 2018 under Reception No. 657585.
34. Terms, conditions, provisions, burdens and obligations as set forth in Declaration of Water Service recorded December 20, 2018 under Reception No. 657895.
35. All matters shown on ALTA/NSPS Land Title Survey certified November 29, 2017 prepared by Clark Land Surveying, Inc., Job #170897.
36. Easements, conditions, covenants, restrictions, reservations and notes shown hereon.

Dated this 7th day of January A.D. 2022

_____
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

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, Stephanie Train Puente and Sebastian Puente, Trustees of the Stephanie and Sebastian Puente Living Trust Dated April 12, 2019, and Any Amendments Thereto, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

By: Stephanie Train Puente
Stephanie Train Puente, Trustee

By: _____
Sebastian Puente, Trustee

GENERAL NOTES:

1. Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraint at all times. This restriction may be enforced by Gunnison county at the expense of the owner.
2. Colorado's fence out requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

SURVEY NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an assumed bearing of N00°05'09"E, between the Southwest corner of said Lot M1-5, being monumented by a 5/8" rebar and 1.25" Red Plastic Cap stamped 38160, and the Northwest corner of said M1-5, being monumented by a 5/8" rebar and 1.25" Red Plastic Cap stamped 38160, both corners being monumented as shown hereon.
2. Date of field survey: January 4th, 2022.
3. Units of linear measurements are displayed in US Survey Feet.
4. SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
5. Fences shown hereon have been shown for general reference and do not necessarily depict limits of ownership.
6. The locations of the Underground Utilities shown hereon were provided by the contractor and have not been verified by SGM.
7. Due to current snow cover on this property, it is possible that some ground level features may not be shown, or the locations shown hereon may be approximate (i.e. edge of drives, walks, water valves, etc.).
8. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to legal descriptions, ownership, easement and other encumbrances of record has been taken from the plat plat BUCKHORN RANCH FILING No. 2b, recorded April 26th, 2004, bearing Reception No. 541322 in the records of Gunnison County, Colorado.
9. The lot lines created by this map between units M1-5A and M1-5B are shown and described herein. The boundaries of the units are derived from these lot lines as shown. However, if the lot line as depicted along the anticipated center line of the party wall is not in the location of the actual party wall as shown on the map then the point of division for the two units is the center line of said party wall.

SURVEYORS CERTIFICATE:

I, Erik E. Bjornstad, do hereby certify that I am a professional land surveyor licensed under the law of the state of Colorado, that this plat is a true, correct and complete plat of 138 Elk Valley Townhomes as laid out, platted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by SGM Inc. and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this plat satisfies requirements of the C.R.S. Section 38-33.3-209.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

COLORADO LICENSED
ERIK E. BJORNSTAD
38697
01/03/2022
PROFESSIONAL LAND SURVEYOR

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. 2022, Reception Number _____, Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

138 Elk Valley Townhomes
Gunnison County

#	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2022-100.001
Drawn by:	EB
Date:	03/03/2022
Approved:	– | PLS: EB
File:	M1-5TownhomePlat

Title: Townhome Plat

Sheet No. 1

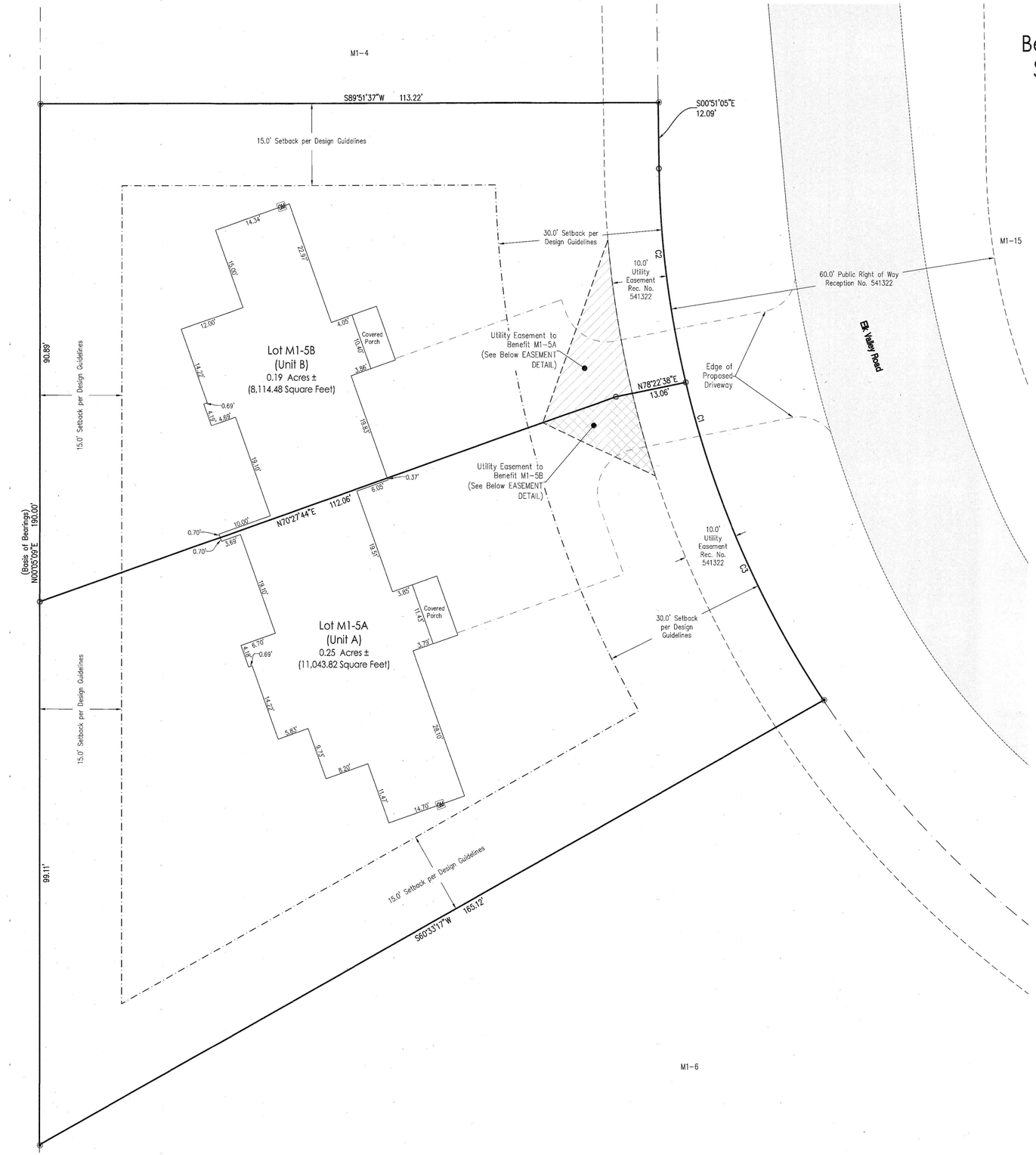
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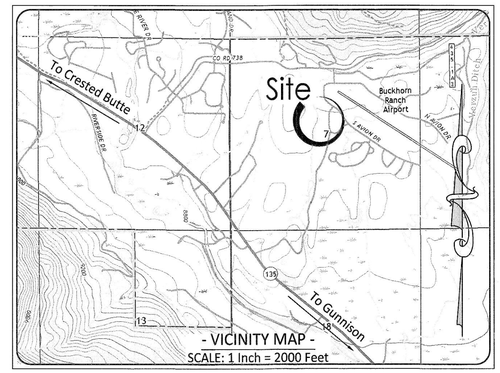
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138 Elk Valley Townhomes Townhome Plat

Being a Re-Subdivision of Lot M1-5, Buckhorn Ranch Filing 2b Situated within Section 7, Township 14 South, Range West of the 6th Principal Meridian

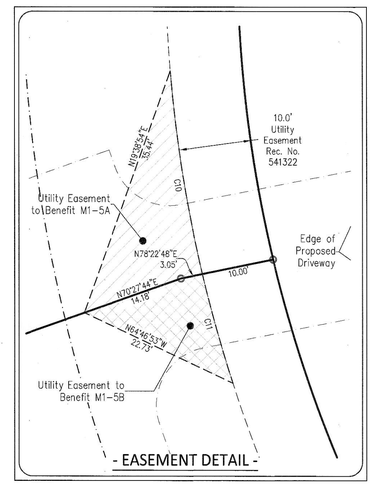
Gunnison County, Colorado





- LEGEND -

- ◉ – Found 5/8" Diameter Rebar and 1.25" Red Plastic Cap Stamped LS 38160
- ○ – Set 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap Stamped LS 38697
- – Utility Easement to Benefit M1-5A
- – Utility Easement to Benefit M1-5B
- – – – – – – Easement Line
- – · – · – Building Setback Line per Design Guidelines
- ——— Adjoining Parcel Line



- PARCEL CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	102.98'	180.00'	32°46'44"	N17°14'27"W	101.58'
C2	39.35'	180.00'	12°31'37"	N07°06'53"W	39.28'
C3	63.62'	180.00'	20°15'08"	N23°30'15"W	63.29'

- EASEMENT CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C10	28.39'	190.00'	8°33'41"	N09°00'19"W	28.36'
C11	15.63'	190.00'	4°42'44"	S15°38'31"E	15.62'

Graphic Scale

0 5 10 20

In U.S. Feet : 1" = 10'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

COLORADO LICENSED
TERRY E. HOOVER
38697
03/03/2022
PROFESSIONAL LAND SURVEYOR

138 Elk Valley Townhomes
Gunnison County

#	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2022-100.001
Drawn by:	EB
Date:	03/03/2022
Approved:	-- PLS: EB
File:	M1-5TownhomePlat

Title: Townhome Plat

Sheet No. 2

Of: 2

I:\2022\2022-100-M1-5Townhomeplat\001\Final Docs\Drngs\Sheets\M1-5TownhomePlat.dwg Plotted: 3/3/2022 5:30 PM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Town of Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of Crested Butte

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

Summary:

MOU with Town of Crested Butte for consideration of utility service to Whetstone project.

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:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/5/2022

Revised April 2015

Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County.

March 1, 2022

This Memorandum of Understanding ("MOU") memorializes understandings between the Town of Crested Butte, Colorado (the "Town") and Gunnison County, Colorado (the "County"). Collectively, the parties shall be referred to as the "MOU Parties."

Recitals

A. Gunnison County currently owns a parcel legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135 ("Whetstone Parcel").

B. The Whetstone Parcel is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the "Existing Conditions Map," dated August 19, 2021.

C. The Gunnison County Board of County Commissioners have identified the goal of developing 200 new workforce housing units in their 2019 Strategic Plan.

D. The Town of Crested Butte, Colorado Town Council has adopted Resolution No. 11, Series 2021, "A Resolution of the Town Council of the Town of Crested Butte, Colorado Declaring a Local Disaster Emergency," which identifies "it is hereby determined that the lack of available, affordable workforce housing constitutes a local disaster emergency that warrants the mobilizing of emergency response and the furnishing of aid and assistance by the Town of Crested Butte…"

E. The Gunnison County Strategic Plan identifies that the need to increase the availability of attainable workforce housing is and remains a County policy priority.

F. Gunnison County has engaged with Trestle Strategy Group and Williford Consulting to develop a concept plan for workforce housing for the Whetstone Parcel, which has included public and stakeholder engagement. The concept plan reflects community and stakeholder input.

G. Both the County and the Town agree that the Whetstone workforce housing project's provision of deed-restricted workforce-housing units meets both the Town's and the County's policy priorities.

H. The County's utilization of the Town of Crested Butte's water and/or sanitary sewer infrastructure is one of the options capable of providing needed services to the workforce housing project on the Whetstone Parcel.

I. If feasible, extending water and/or sanitary sewer utility services from the Town to serve the needs of the proposed housing project on the Whetstone Parcel benefits the Project, by providing lower infrastructure costs.

NOW THEREFORE, the MOU Parties intend to mutually work to achieve the following:

Agreement

A. Intent of the Parties to this MOU.

1. The MOU Parties agree that there is a clear need to provide deed-restricted workforce housing for Gunnison County residents, and that the County's plans for the Whetstone Parcel helps meet this need.

2. The MOU Parties agree that there are potential mutual benefits to both parties and to the community through extension of municipal water and/or sanitary sewer infrastructure to the Whetstone Parcel.

3. The MOU Parties intend to explore the feasibility of extension of municipal water and sanitary sewer infrastructure to the Whetstone Parcel.

4. Should any disagreement arise regarding this MOU, the County and the Town agree, either through staff or through their elected officials, to meet and confer to negotiate in good faith any disagreement, in recognition of the need to work collaborative as community partners to address the current workforce housing emergency.

B. Water and Sewer.

1. Gunnison County and the Town have mutually selected the Colorado-licensed engineer Carollo Engineers, to perform a water and sewer capacity study to confirm the capacity of the Town of Crested Butte water and sanitary sewer infrastructure to serve the Whetstone Parcel.

2. Gunnison County shall provide and fund the water and sanitary sewer capacity study.

3. Gunnison County shall provide volumetric and organic sewage estimates of the Whetstone project to the Town of Crested Butte.

4. The Town of Crested Butte shall provide information, if available, regarding the operational specifications and current conditions of the Town's water and sanitary sewer system to aid in the capacity analysis.

5. The MOU parties agree that should the efforts set forth in Paragraphs 1 through 4 in this Section B demonstrate, to the reasonable satisfaction of the MOU Parties, adequate water and sanitary sewer capacity in the Town of Crested Butte's water and sanitary sewer systems for the Whetstone project, the parties will present the findings of the study to the Town Council for the purpose of the Town's consideration of water and sanitary sewer infrastructure extension to the Whetstone Parcel.

C. General Provisions

1. This MOU is not intended to, and nothing contained herein shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this MOU is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker or member of the public), and no such party shall have any right or cause of action hereunder. There shall be no third-party beneficiaries of this MOU.

2. The MOU Parties do not intend this MOU to have any effect on the past, present or future liability of the MOU Parties or any other related entity, as no such liability has been determined as a matter of law and none is to be implied by or inferred from this MOU. This MOU lacks requisite material terms and binding obligations; it is a guide for drafting and negotiating any necessary material terms moving forward.

3. The parties hereto understand and agree that both the County and the Town are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this MOU is, or shall be construed to be, a waiver, in whole or part, of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

4. This MOU is intended to layout the intentions of each party to support the investigation of the possible extension of municipal water and wastewater infrastructure to reduce the construction costs of possible deed restricted workforce housing units at the Whetstone Parcel. The MOU Parties agree to collaboratively employ all reasonably available resources and efforts, to the fullest extent permitted by law, that are needed to work together as community partners to address the affordable housing emergency in and around the Town and throughout the Gunnison Valley.

5. The MOU Parties acknowledge that this MOU is a public record under the Colorado Open Records Act.

COUNTY:

Gunnison County, Colorado,

A Colorado political subdivision

BOARD OF COUNTY COMMISSIONERS OF

GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

TOWN:

Town of Crested Butte, Colorado,

A Colorado municipality

_____

By: Ian Billick

Its: Mayor

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending Resolution No. 2018-30 Govern

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

A Resolution Amending Resolution NO. 2018-30governing the control and licensing of dogs in unincorporated Gunnison County, Colorado to clarify penalties for certain violations.

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: 3/28/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/30/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 4/5/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022 -_____

A RESOLUTION AMENDING RESOLUTION NO. 2018-30 GOVERNING THE CONTROL AND LICENSING OF DOGS IN UNINCORPORATED GUNNISON COUNTY, COLORADO TO CLARIFY PENALTIES FOR CERTAIN VIOLATIONS

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 2018-30, A Resolution Repealing and Rescinding Prior Resolutions and Ordinances Governing the Control and Licensing of Dogs, and Adopting New Rules and Regulations Governing the Control and Licensing of Dogs in Unincorporated Gunnison County, Colorado;

WHEREAS, Colo. Rev. Stat. §30-15-101, *et seq*. authorizes the Board to adopt a resolution providing for control and licensing of dogs in the unincorporated area of Gunnison County;

WHEREAS, the Board continues to find that the control and licensing of dogs is a community wide concern;

WHEREAS, Colo. Rev. Stat. §30-15-102 identifies penalties for any violation of any provision of a county resolution adopted pursuant to Colo. Rev. Stat. §30-15-101 *et seq*.;

WHEREAS, during the 2021 legislative session, the Colorado Legislature passed Senate Bill 21-271, which changed penalties associated with violation of county ordinances related to vicious dogs, effective March 1, 2022; and

WHEREAS, because of this change in the law, the Gunnison County Board of County Commissioners has decided to amend Ordinance No. 5 to clarify the penalties for vicious dogs with the changes to C.R.S. § 30-15-102 made as a result of Senate Bill 21-271;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that Article VII, Section 1(A) shall be amended as follows:

1. <u>Violations, Penalties</u>.

In addition to each and all of the enforcement provisions provided for herein, the following penalties shall apply:

A. The Board hereby adopts the penalty assessment procedure provided in Colo. Rev. Stat. § 30-15-102(1) as it may be amended for any violation of any provision

of this Resolution, not involving bodily injury to any Person with the following graduated fine schedule:

1. First offense: $100.00;
2. Second offense: $250.00;
3. Third offense: $500.00;
4. Each subsequent offense: $1,000.00.

These penalties shall be imposed with regard to the violator and not the subject Dog. Any violation of this Resolution not involving bodily injury to any person is a petty offense.

All other provisions of Resolution No. 2018-30 shall remain the same as if fully set forth in this Resolution, unless Resolution No. 2018-30 or this Resolution is further amended or repealed by the Board by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By_____
Jonathan Houck, Chairperson

By_____
Roland Mason, Vice Chairperson

By_____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revision Approval; Gunnison Basin Sage-Grouse Stra

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Following a BoCC work session, the Gunnison Basin Sage-grouse Strategic Committee had a discussion regarding the addition of a new at large member to its strategic committee board -- representing the research/education community as opposed to a designated Western appointment.

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: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 4/5/2022

Revised April 2015

As Adopted by BOCC 9/6/05
And amended by BOCC on 4/18/06
And amended by BOCC on 12/4/07
And amended by BOCC on 2/17/09
And amended by BOCC on 6/14/11
And amended by BOCC on ___/22

GUNNISON BASIN SAGE-GROUSE STRATEGIC COMMITTEE
GUNNISON COUNTY, COLORADO
ORGANIZATION AND PROCEDURAL GUIDELINES

Section 1: Organization

This organization is the Gunnison Basin Sage-grouse Strategic Committee for the County of Gunnison, Colorado. This Committee is created by the Board of County Commissioners to work with the Wildlife Conservation Coordinator to implement programs and steps which will aid in the preservation of the Gunnison Sage-grouse.

This organization is being referred to herein as "the Sage-grouse Strategic Committee".

The Gunnison Board of County Commissioners is referred to herein as "the Board".

Actions of the Sage-grouse Strategic Committee shall be governed by the Action Plan and Goals adopted by the Board and attached to these Organizational Procedures and Guidelines as Exhibit A.

Section II: Duration

The creation of the Sage-grouse Strategic Committee will be reviewed annually by the Board and will be reappointed until such time it is determined that the need no longer exists.

Section III: Purpose

The purpose of the Sage-grouse Strategic Committee is to work with the Wildlife Conservation Coordinator in implementing the following action steps.

1) To work with the Wildlife Conservation Coordinator in an advisory capacity in developing a Strategic Plan for the recovery of the Gunnison Sage-grouse.
2) To implement programs and strategies which will aid in the preservation of the Gunnison Sage-grouse. This will involve coordination with ~~the Sage-grouse Mitigation Committee~~[RAFNGC1]~~, the Sage-grouse Working Group,~~ the Bureau of Land Management, U. S. Forest Service, the Colorado ~~Division of~~Parks and Wildlife, US Fish and Wildlife Service, National Park Service, Natural Resources Conservation Service, Range Wide Conservation Committee and private land owners.

3) To assist in the review of the Gunnison County Land Use Resolution to advise as to what revisions need to be made to further protect Sage-grouse Habitat.
4) To work with the Wildlife Conservation Coordinator in assisting Gunnison County in negotiating multiple Certificate of Inclusions with the ~~DOW's~~ CPW's CCAA for all appropriate County property.
5) To assist the Wildlife Conservation Coordinator in negotiating uniformity of requirements that are consistent and predictable among the various regulatory agencies.
6) To assist the Wildlife Conservation Coordinator to ensure there is a coordinated review process of permits and projects which will occur on federal property.
7) To assist the Wildlife Conservation Coordinator in implementing a communications and education program which will provide accurate and current information regarding the ~~potential~~ listing of the Gunnison Sage-grouse under the Endangered Species Act.

Section IV: Membership and Responsibilities

1) The Sage-grouse Strategic Committee shall be comprised of four~~thirt~~teen regular members. Thirteen~~welve~~ members shall be appointed by the Gunnison County Board of County Commissioners and one member shall be appointed by the Saguache County Board of County Commissioners. Applicants to the Sage-grouse Strategic Committee will be drawn from the following:~~:~~ ~~three~~ four at large areas of representation, of which one shall represent the public at-large, one shall represent the development community, ~~and~~ one shall represent the recreation community, and one shall represent the research and education community; one appointed by the Gunnison County Board of County Commissioners to represent Gunnison County; one appointed by the Saguache County Board of County Commissioners to represent Saguache County; one nominated by High Country Conservation Advocates~~Citizens' Alliance~~; one nominated by the Bureau of Land Management; one nominated by the Gunnison County Stockgrowers; one nominated by the U. S. Fish and Wildlife ~~s~~Service; one nominated by the ~~Division of Wildlife~~Colorado Parks and Wildlife; one nominated by Natural Resources Conservation Service; one nominated by the U.S. Forest Service; and one nominated by the National Park Service. The Wildlife Conservation Coordinator shall be an ex-officio non-voting member of the committee. The Gunnison County Board of Commissioners shall appoint one alternate for each at-large position. The other nominating entities shall recommend one member and one alternate for a two-year term. The alternates may only vote on issues before the Sage-grouse Strategic Committee if the member is absent.
2) Each nominating entity shall empower their nominee to represent their organization or agency and to make decisions and recommendations on behalf of their agency.
3) Members appointed must have the authority to the maximum extent feasible to vote on issues before the Sage-grouse Strategic Committee without having to seek counsel from the appointing entity.

4) The Sage-grouse Strategic Committee will work with the Wildlife Conservation Coordinator to develop a Strategic Plan which will aid in the habitat conservation of the Gunnison ss~~S~~age-grouse with a goal of establishing a sustainable population.
5) A vacancy created by the resignation or termination of a member's term is filled by nomination by the appropriate body and appointment by the Board of County Commissioners for the length of time remaining in the vacated term.
6) A Sage-grouse Strategic Committee member can be removed, with or without cause, by the appropriate nominating jurisdiction, no sooner than ten (10) days after written notice is provided to such member by that nominating entity.
7) Any member may resign from the Sage-grouse Strategic Committee by giving written notice to the appropriate appointing jurisdiction.
8) A Sage-grouse Strategic Committee member is responsible for the following:
    - Reviewing all material received prior to meetings.
    - Attends all meetings, insofar as possible, and notifies the Alternate and Chairperson of absences at least five days in advance of the meeting(s) to be missed.
    - Makes every effort to raise questions and concerns about a proposal as soon in the process as they become apparent.
    - Reviews recommendations and makes decisions on issues before the Sage-grouse Strategic Committee.
    - The Sage-grouse Strategic Committee will, as far as possible, seek to further the understanding of Sage-grouse preservation techniques and the benefits throughout the Gunnison Watershed.
    - Assists new members of the Sage-grouse Strategic Committee as needed.
    - The Sage-grouse Strategic Committee will establish goals, measurable objectives and an evaluation process in order to assure the success of projects and coordination efforts with various agencies. These goals will be in keeping with the overall goals developed in the Strategic Plan.
    - The Wildlife Conservation Coordinator will send minutes of all meetings of the Sage-grouse Strategic Committee to each appointed representative.

Section V: Officers and Duties

1) Officers of the Sage-grouse Strategic Committee are a Chairperson and Vice-Chairperson who are members, and any other officers, as the Sage-grouse Strategic Committee deems necessary.
2) Officers are elected annually by members at the Sage-grouse Strategic Committee's first meeting after the Board appointments to the Gunnison Basin Sage-grouse Strategic Committee, and shall be elected by a majority vote.
3) Each officer holds office for one calendar year after his/her election, and may succeed him\herself.
4) The Chairperson presides at all meetings of the Sage-grouse Strategic Committee. The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of interest prevents participation and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.

5) All officers are voting members of the Sage-grouse Strategic Committee including the Chairperson.
6) All records of the Sage-grouse Strategic Committee will be maintained by the Wildlife Conservation Coordinator in the County Administration Office.
7) When a member resigns, is terminated or their term expires they are to turn any records in their possession over to the new member or the Wildlife Conservation Coordinator within 15 days of their effective termination date.
8) The office of the Wildlife Conservation Coordinator will provide support services to the committee.

Section VI: Meetings

1) The Sage-grouse Strategic Committee shall meet quarterly, or more often as necessary, to determine matters brought before it.
2) All Sage-grouse Strategic Committee meetings, special meetings and work sessions must be preceded by at least 24 hours posting and published notice and held regularly and at the noticed times, are public meetings and open to the public at all times. By majority consent of members who are present, the Sage-grouse Strategic Committee may go into executive session in accordance with and as is allowed statutorily by the State of Colorado (C.R.S. 24-6-402(4)). No final decisions or any formal action shall be rendered at any executive session.
3) Special meetings may be conducted at any time when called by the Chairperson or at the request of five or more Sage-grouse Strategic Committee members. All members must be notified at least 48 hours in advance of a special meeting. Only items on the announced agenda are considered at a special meeting. Special meetings may be called in order to expedite action on projects, or any other subject, which requires review and action by the Sage-grouse Strategic Committee, but in no case shall a meeting be conducted without the appropriate public notice.
4) Work\study sessions may be scheduled as needed by the Sage-grouse Strategic Committee Chairperson at least 48 hours in advance of any session, or as part of a regular meeting, to review an application prior to a regular meeting or a public hearing, and to encourage unstructured discussion of specific applications and special projects. No official action takes place at these sessions, which must be preceded by notice and which are open to the public.
5) A quorum of the Sage-grouse Strategic Committee consists of eight~~seven~~ members. Action shall be by consensus of the members. On failure to reach consensus, action shall be by a majority vote of those present.
6) The Sage-grouse Strategic Committee shall keep a permanent, public record of all proceedings as recorded in the usual form of minutes. Minutes shall not be construed to mean a transcript of a meeting. All meetings involving financial decision shall be recorded, except for executive sessions.
7) Robert's Rules of Order shall otherwise govern the procedures of the Sage-grouse Strategic Committee.
8) The order of business for each regular meeting of the Sage-grouse Strategic Committee may include the following, so far as is applicable, and not necessarily in the order listed:

- Call to order; verify public notice of meetings and determination of quorum.
- Minutes of previous meetings(s) for action.
- Review and approval of financial report.
- New Business.
- Old Business.
- Work sessions.
- Reports by staff\Board members and others.
- Adjournment.

9) At least five business days prior to a meeting, the Wildlife Conservation Coordinator or designee will have available in the office or mail to each Sage-grouse Strategic Committee member, copies of reports, correspondence and\or any other materials related to agenda items scheduled for that meeting.

Section VII: Public Hearings

1) Public hearings shall be noticed within a minimum of 15 days of the scheduled public hearing date. The order of business for each public hearing conducted by the Sage-grouse Strategic Committee includes, in order, the following:
   - Open public hearing.
   - Confirmation of adequate public notice.
   - Presentation of proposal.
   - Questions\comments by public.
   - Questions\comments by Sage-grouse Strategic Committee members.
   - Closing comments by applicant, public.
   - Close public hearing.

Section VIII: Conflicts of Interest

1) In addition to the provisions of C.R.S. 24-18-101 et seq. as they may be amended, any member of the Board is considered in a position of conflict of interest if any of the following situations is evident relative to a specific matter scheduled for discussion:
   - The member will be directly and substantially affected to his/her economic benefit or detriment by the action proposed to be taken on the subject matter.
   - There is no conflict if a member of the Sage-grouse Strategic Committee is solely a member of a general group, which has an interest in the Sage-grouse issue.
2) Any member who considers him\herself to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion of the proposal and shall not vote on the proposal and shall excuse him\herself from the part of a meeting during which discussions of the subject matter are taking place and leave the meeting room.
3) Questions of conflict of interest which fall outside the above-cited categories shall be referred to the County Attorney for evaluation; no action will be taken on the subject item, and any Sage-grouse Strategic Committee member whose relationship

to the subject or application is in question, must remove him\herself from any related discussion until a finding from the County Attorney is received by the Chairperson.

Section IX: Amendments

These Guidelines and Procedures may be altered and amended and new ones recommended by a concurring vote of eight~~seven~~ or more members of the Sage-grouse Strategic Committee at a regular meeting subsequent to notification of the proposed change.

By such vote of the Sage-grouse Strategic Committee, the amended Guidelines and Procedures will be submitted to the Board for consideration and approval.

Section X: Approval

The above and foregoing Guidelines and Procedures were passed and adopted by the Board on September 7, 2005 and amended on April 18, 2006 to reflect the addition of Saguache County participation and changing all references to "Sage Grouse" to the correct title of "Sage-grouse". They were amended on December 4, 2007 for language clarification and grammar corrections at the recommendation of the Sage-grouse Strategic Committee and County Staff. They were amended on February 17, 2009 to reflect the title change of "Sage-grouse Conservation Coordinator" to "Wildlife Conservation Coordinator", the term change of "Guiding Principles" to "Guidelines", and other language clarification and grammar corrections at the recommendation of the Sage-grouse Strategic Committee. They were amended on June 14, 2011 to increase the membership from twelve to thirteen; to add an at-large recreation community seat (regular and alternate); to change the meeting quorum from six to seven; and to accomplish a number of ministerial (cleanup) changes that did not impact the functional content or intent of the guidelines; at the recommendation of the Gunnison Basin Sage-grouse Strategic Committee and County staff. They were amended on XXX date to increase the membership from thirteen to fourteen including an at large position representing the research and education community-, and to accomplish several ministerial (cleanup) changes that did not impact the functional content or intent of the guidelines at the recommendation of the Gunnison Basin Sage-grouse Strategic Committee and County staff.

EXHIBIT A

Gunnison County
Gunnison Sage-grouse
ACTION PLAN AND GOALS

It is the policy of Gunnison County that the following goals and action steps be adopted and implemented in regards to the potential listing of the Gunnison Sage-grouse as an endangered species.

The first goal of Gunnison County is to implement steps which will aid in the preservation of the Gunnison Sage-grouse. In order to accomplish this goal the following actions steps will be implemented:

1) The Board recognizes and understands that the original intent of the Sage-grouse Mitigation Fund was to mitigate the effect of the Landfill on the Sage-grouse. However, the US Fish and Wildlife Service has taken the position that only projects implemented on non federal land can be counted towards this mitigation. The Board has taken the position that the preservation and improvement of habitat irrespective of location is more important than specific mitigation of the effects of the landfill. Therefore the Board directs the Sage-grouse Mitigation Committee to implement the work plan in the Organizational Procedures and Guidelines in terms of looking at funding of quality projects irrespective of location.

2) The Board has decided a complete review of the LUR needs to be conducted to determine what revisions need to be made to further protect Sage-grouse Habitat. Further the Board directs staff to move forward with the process to develop a special area as part of the LUR, in particular researching the potential for the development of a Habitat Conservation Plan. This approach may result in the establishment of special rules for sub areas of the County where Sage-grouse habitat exist. The Board has determined that the "Gunnison Sage-Grouse Conservation Priority Regions in the Gunnison Basin" which was developed by the Gunnison Basin Working Group Research Sub-Committee, would be a reasonable starting place.

3) Negotiate multiple Certificates of Inclusions with the DOW's CCAA for all appropriate County property.

The second goal of Gunnison County is to minimize disruption to current activities. In order to accomplish this goal the following action steps will be implemented:

1) Work with the regulatory agencies to develop uniformity of requirements that are consistent and predictable.

2) Convene a meeting of the Sage-grouse Working Group to discuss formalizing the membership, adding additional members for broader representation, developing procedures and discussing flexibility in the local plan.

3) Work with the BLM, Forest Service, and the US Fish and Wildlife Service to insure a coordinated review process for review of permits and projects.

4) Work with the BLM, Forest Service, and the US Fish and Wildlife Service to insure that all grazing permits which will expire in the next 18 to 24 months are reviewed and renewed in a timely manner.

5) Schedule a meeting with the US Fish and Wildlife service to discuss the renewal of permits and obtain clear information on the implication of the proposed listing as well as the process for review. In particular a clear understanding of the regulations is desired.

The third goal of Gunnison County is to further collaboration and communication and in particular to develop mechanisms to effectively deal with rumors and misinformation. In that

regard the Board adopts the following action steps:

1) Work with the BLM's public relations department to develop press releases which contain factual information.
2) Develop a sub page on the County's WEB site to respond to the most frequently asked questions with links to the DOW, BLM, Forest Service, NRC and HCCA.

The fourth goal of Gunnison County is to implement an effective strategy and programs which will which will preclude the need to list the Gunnison Sage-grouse or at a minimum demonstrate the willingness of the Gunnison Community to preserve and protect habitat which will lessen the impact if listing does occur.

In order to accomplish the above goals and strategies the Board of County Commissioners will create the position of Sage-grouse Coordinator which will have the primary responsibility to implement the identified programs.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 8, 2022 Coordinated Election

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see letter attached from County Clerk & Recorder Kathy Simillion, regarding options for a Coordinated Election. Will return by April 15, 2022.

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: 3/30/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/5/2022

Revised April 2015

Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street
Gunnison, CO 81230

Gunnison County
COLORADO

Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

Gunnison County Board of County Commissioners
Jonathan Houck, BOCC Chairman
200 East Virginia Avenue
Gunnison, CO 81230

March 8, 2022

Dear Gunnison County Taxing Entity:

Many jurisdictions will be conducting an election on November 8, 2022. TABOR requires many of these elections to be coordinated with the Gunnison County Clerk.

If the entity you represent is considering an election for this time frame and coordinating with the Gunnison County Clerk, please complete the following information and return to our office in the enclosed addressed envelope by APRIL 15, 2021. If you have questions or concerns please contact Diane Folowell at (970) 641-7927 or email at dfolowell@gunnisoncounty.org.

1. **Name of political subdivision:** _____
2. **Election to be held on November 8, 2022:**
   a. **Candidate election: Yes No (Please circle one)**
   b. **Referred ballot issue: Yes No (Please circle one)**
3. **Will you be coordinating with Gunnison County for the November 8, 2022, Coordinated Election? Yes No (Please circle one)**
4. **Contact person for your jurisdiction:**

   Name: _____
   Mailing Address: _____
   Telephone: _____
   Fax Number: _____
   Email: _____

U.S. POSTAGE PITNEY BOWES
ZIP 81230 $ 000.53⁰
02 4W
0000341588

GUNNISON COUNTY
ELECTIONS DIVISION
221 N. Wisconsin Street
Gunnison, CO 81230

Gunnison County
COLORADO
Kathy Simillion
CLERK AND RECORDER
221 N. Wisconsin Street
Gunnison, CO 81230

US POSTAGE PITNEY BOWES
ZIP 81230 $ 000.53⁰
02 4W
0000382384 MAR 08 2022

Gunnison County Board of County Commissioners
Jonathan Houck, BOCC Chairman
200 East Virginia Avenue
Gunnison, CO 81230

Received
County Administration
3-9-2022