

- 1 - BOCC meeting agenda, May 16 2023
- 2 - BOCC Calendar Schedule, May 16 2023
- 3 - consent 1 - CDPHE Amendmt 6, 2024 0088, HHS for Public Health doc requirements
- 3 - consent 2 - Charter Operating Agreement and Lease, G-CB Reg Airport and JSX
- 3 - consent 3 - Town of CB,, GC Cost Sharing Agreeemt, for TischlerBise consulting firm
- 3 - consent 4 - Acceptanc of Appt, P Solheim to GC rep to GVRHA Board
- 3 - consent 5 - CDHCPF HHS Contract, for Dental Health Care Program for Low-income Snrs
- 3 - consent 6 - GOCO Trust Fund Grant Agreeemet for STOR Stewardship Program
- 3 - consent 7 - CDPHE Amendmt 1, 2023 2302, HHS for cancer health disparities
- 3 - consent 8 - CDPHE Task Order 2024 0293, HHS for Child Fatality Prevention System
- 3 - consent 9 - Amendmt 5 to Community Integration Agreement, HHS Care Coordination
- 4 - Possible Action on Authorizing ATV, OHV, UTV use on CR3
- 5 - CPI Adjustmt - Resolution Adjust Ground Rent at Gold Basin Industrial Park
- 6 - Correspondence, BOCC Letter of Support request from CAST, for AFMC Act

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, May 16, 2023

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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
 - 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. Approval for Colorado Department of Public Health and Environment Contract Amendment #6, 2024*0088; Health and Human Services; for updating Public Health contract documents and requirements for this contract term; 7/01/2023 - 6/30/2024; \$46,346
 2. Approval for Charter Operating Agreement and Lease of Airport Facilities; Delux Public Charter LLC dba JSX; Gunnison-Crested Butte Regional Airport; for operation of charter service; 5/01/2023 - 9/30/2023 and 11/01/2023 - 4/30/2024; Landing Fees \$2.72/1,000 lbs of weight, and \$420/mo for leased space
 3. Approval for Town of Crested Butte & County of Gunnison Cost Sharing Agreement; TischlerBise planning consulting firm; for preparation of a fiscal impact analysis of annexing land outside of the Town of Crested Butte; payment by the County within 60 days of the execution of this agreement; \$22,555
 4. Acceptance of Appointment; Perry Solheim as Gunnison County representative to the Gunnison Valley Regional Housing Authority Board
 5. Approval for Colorado Department of Health Care Policy and Financing; Health and Human Services Contract; for Colorado Dental Health Care Program for Low-Income Seniors; 7/01/2023 - 6/30/2024; \$21,400
 6. Approval for the Great Outdoors Colorado (GOCO) Trust Fund Grant Agreement; for the Gunnison County STOR Committee Stewardship Program; \$300,000
 7. Approval for Colorado Department of Public Health and Environment Contract Amendment #1 2023*2302; Health and Human Services; to fix administrative errors and add a term to fund reduction in cancer health disparities; 6/30/2023 - 6/29/2024; \$10,900
 8. Approval for Colorado Department of Public Health and Environment Task Order 2024*0293; Health and Human Services; support for the state's Child Fatality Prevention System; 7/01/2023 - 6/30/2024; \$10,000
 9. Approval for Amendment No. 5 to Community Integration Agreement MR229959; Health and Human Services; United HealthCare Services, Inc; for Care Coordination language edits and setting of budget and payment dates in 2023; effective date of signing - 12/31/2023; \$33,000
 - Discussion and Possible Action on Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3
 - County Manager's Reports
 1. Approval for an Out-of-Cycle Search; Sustainable Tourism and Outdoor Recreation (STOR) At-Large Vacancy
 - Consumer Price Index (CPI) Adjustments; A Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park
 - Correspondence; BOCC Letter of Support Request from Colorado Association of Ski Towns (CAST); for the Affordability and Fairness for Mountain Communities Act
- 9:15
- Funding for Crystal River protections; Stakeholder Process

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, May 16, 2023

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

- 9:20 am
- **Unscheduled Public Comment:** 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.
 - **Executive Session,** pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Gunnison County v. Mile 200, LLC, Gunnison County District Court No. 2009CV113
 - **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=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,*471302# US

+16694449171,,82753657556#,,,*471302# US

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

May 16 – July 4, 2023
(as of 5/12/2023)

Board of County Commissioners

1. [BOCC Regular Meeting](#)
May 16, 2023, All Day @ BOCC Boardroom
[More Details](#)
2. [Commissioner Houck Attending NACo Western Interstate Region Conference](#)
May 16, 2023 - May 19, 2023
[More Details](#)
3. [Joint Public Hearing \(cont'd\): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission - CANCELED / MOVED TO JUNE 15](#)
May 18, 2023, 9:00 AM @ BOCC Boardroom
Cont'd Joint Public Hearing (moved from April 6th) starts at 9 am - Gregory Six Lot Subdivision
[More Details](#)
4. [BOCC Work Session](#)
May 23, 2023, All Day @ BOCC Boardroom
[More Details](#)
5. [Mayors & Managers Meeting - Hosted by Western Colorado University](#)
June 1, 2023, 12:00 PM - 1:30 PM
[More Details](#)
6. [BOCC Regular Meeting](#)
June 6, 2023, All Day @ BOCC Boardroom
[More Details](#)
7. [BOCC Work Session CANCELED](#)
June 13, 2023, All Day @ BOCC Boardroom
[More Details](#)
8. [Joint Public Hearing \(cont'd\): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission](#)
June 15, 2023, 9:00 AM @ Planning Commission Meeting Room
Cont'd Joint Public Hearing (moved from May 18th) starts at 9 am - Gregory Six Lot Subdivision
[More Details](#)
9. [BOCC Regular Meeting](#)
June 20, 2023, All Day @ BOCC Boardroom
[More Details](#)
10. [BOCC Work Session](#)
June 27, 2023, All Day @ BOCC Boardroom
[More Details](#)
11. [BOCC Regular Meeting CANCELED due to HOLIDAY](#)
July 4, 2023, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)
May 29, 2023, All Day
[More Details](#)
2. [Holiday - Juneteenth - Offices Closed](#)
June 19, 2023, All Day
[More Details](#)
3. [Holiday - Independence Day - Offices Closed](#)
July 4, 2023, All Day
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
June 20, 2023, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 07/01/2023

Term Ends:

Grant Contract #: 2024*0088 Amendment #6

Summary:

The Parties now desire a renewal for an additional term and change current Contract Maximum total for the following reasons: To update the contract documents requirements for this contract term

Fiscal Impact: 46346.00

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/2/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/2/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023

DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENTCONTRACT
ROUTING NO.

C T 2020*248

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246**CONTRACTOR:**Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, Colorado 81230
CONTRACTOR DUNS: 133115220
CONTRACTOR ENTITY TYPE:

CONTRACT MADE DATE: 5/1/2019

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

STATUTORY AUTHORITY: Not Applicable

PROCUREMENT METHOD:

Exempt

CLASSIFICATION: Subrecipient

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CONTRACT PRICE NOT TO EXCEED: \$23,152.00

FEDERAL FUNDING DOLLARS: \$23,152.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$23,152.00

STATE REPRESENTATIVE:

Melanie Simons

PRICE STRUCTURE: Cost Reimbursement

PHEP Grant Branch Manager

CONTRACTOR REPRESENTATIVE:Colorado Dept. of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246Joni Reynold
Gunnison County Department of Health and Human
Services
220 North Spruce Street
Gunnison, Colorado 81230**PROJECT DESCRIPTION:**

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129533

Contract Routing Number: CT 2020*248

CONTRACT AMENDMENT #6**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2020*0248		
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 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				Amendment Contract Number: 2024*0088 Amendment #6		
Contract Performance Beginning Date: July 1, 2019				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0248	\$23,152.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$23,152.00
Contract Amendment #1	2020*0248 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0248 Amendment #2	\$22,470.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$22,470.00
Contract Amendment #3	2022*0101 Amendment #3	\$22,515.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$22,515.00
Contract Amendment #4	2022*0101 Amendment #4	\$93,600.00	\$0.00	\$0.00	08/09/2021-06/30/2022	\$93,600.00
Contract Amendment #5	2023*0196 Amendment #5	\$112,429.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$112,429.00
Contract Amendment #6	2024*0088 Amendment #6	\$46,346.00	\$0.00	\$0.00	07/01/2023-06/30/2024	\$46,346.00
Current Contract Maximum Cumulative Amount						\$320,512.00

SIGNATURE PAGE

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 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 _____ By: Signature _____ Name of Person Signing for Contractor _____ Title of Person Signing for Contractor _____ Date: _____	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 Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

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 under the State Controller Signature. 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 under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To update the contract documents and requirements for this contract term.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit, C, Budget, of the agreement. Exhibit, C, Budget, is deleted and replaced in its entirety with Exhibit, C, Budget, attached to this Amendment for the following reason: To issue the fiscal year 2024 Budget.

- D. The Parties now agree to delete Exhibit D, Statement of Work for the following reason: To remove the EPI Statement of Work requirements for this contract period.
- E. The Parties now agree to modify Exhibit, E, Statement of Work, of the agreement. Exhibit, E, Statement of Work, is deleted and replaced in its entirety with Exhibit, E, Statement of Work, attached to this Amendment for the following reason: To issue the fiscal year 2024 Statement of Work.
- A. The Parties now agree to modify Exhibit F, Federal Provisions. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

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.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE)
DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)

12-MO BUDGET

Agency Name	Gunnison County Department of Health and Human Services
Budget Period	FY24
Project Name	Public Health Emergency Preparedness Program (PHEP)

Agency Contact Name, Title	Lisa Clay
Phone	970-641-7690
Email	lclay@gunnisoncounty.org
Fiscal Contract Name, Title	Jody Wise
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	4/18/2023

All budget numbers are estimates

Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested
Emergency Preparedness	12 hours/week for 52 weeks	\$ 29.50	\$ 3.96	624.00	\$ 20,879.04
Regional Epidemiologist	7.75 hours/week x 52 weeks	\$ 41.28	\$ 9.88	403.00	\$ 20,617.48
Total Personnel Services (including fringe benefits)					\$ 41,496.52
Supplies & Operating Expenses					
Item	Description of Item	Rate	Units		Total Amount Requested
Office/Operating supplies	Office and meeting supplies	\$ 100.00	1		\$ 100.00
Operating supplies	QHN monthly cost \$25/month x 12 months	\$ 25.00	12		\$ 300.00
Total Supplies & Operating Expenses					\$ 400.00
Travel					
Item	Description of Item	Rate	Units		Total Amount Requested
Food - EPR	Provide light snacks/coffee for distribution tabletop exercise	\$ 100.00	1		\$ 100.00
Mileage	Regional travel to Montrose and back 130 miles x \$.66	\$ 131.00	0.66		\$ 86.46
Lodging	Regional travel to Montrose, lodging \$50/night.	\$ 50.00	1		\$ 50.00
					\$ -
Total Travel					\$ 236.46
TOTAL DIRECT COSTS (TDC)					\$ 42,132.98
Indirect Costs					
Indirect Cost Rate	Description of Item		Percentage		Total Amount Requested
Federally-Negotiated Rate					\$ -
CDPHE-Negotiated Rate	Negotiated Indirect Rate is 23.53%, Provider will claim a lower rate of 10%		10%		\$ 4,213.30
10% De Minimis Rate					\$ -
Total Indirect					\$ 4,213.30
TOTAL Amount Requested from CDPHE					\$ 46,346

STATEMENT OF WORK
To Original Contract Number: 2020*0248

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

I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally.

The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to show measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions:

1. AFN-Access and Functional Needs
2. CDC-Centers for Disease Control and Prevention
3. CEDRS-Colorado Electronic Disease Reporting System, will be replaced by EpiTrax in the Winter of 2023
4. CDPHE-Colorado Department of Public Health and Environment
5. CO-SHARE-Colorado State Health and Readiness Exchange
6. CVM-Colorado Volunteer Mobilizer
7. DHSEM-Division of Homeland Security and Emergency Management
8. DOC-Department Operations Center
9. EpiTrax- Disease reporting and surveillance system to be implemented replacing CEDRS in the Winter of 2023
10. EPR-Emergency Preparedness and Response
11. HAN-Health Alert Network
12. HCC-Healthcare Coalition
13. IPP-Integrated Preparedness Plan
14. LPHA-Local Public Health Agency
15. LTP-Local Transfer Point
16. Mission Drills-Emergency response drills for medical and public health professionals
17. NORS-National Outbreak Reporting System
18. OEPR-Office of Emergency Preparedness and Response
19. PHEP-Public Health Emergency Preparedness
20. POD-Point of Dispensing
21. RSS-Regional Stage and Storage
22. RTP-Regional Transfer Point

III. Work Plan:

Goal #1: To increase capacity for preparedness and epidemiology response and recovery within the Jurisdiction.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery surveillance response activities, to maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and real events.	
Primary Activity #1	The Contractor shall conduct timely, complete disease and outbreak investigations to implement appropriate disease control and mitigation activities.
Sub-Activity #1	1. The Contractor shall create a plan to maintain access to the following trained personnel. Plans currently in use, do not need to be recreated but can be updated. Plans must include the following items: a. Staff who monitor routine jurisdictional public health disease surveillance system; Colorado Electronic Disease Reporting System (CEDRS/EpiTrax). b. Staff who are trained to conduct routine disease investigations. c. Staff who can support surge requirements in response to disease-related events. d. Staff who can respond to emergencies that threaten public health.
Sub-Activity #2	1. The Contractor shall maintain complete, accurate disease outbreak investigation data. a. The Contractor shall enter information from the Local Public Health Agency (LPHA)-conducted disease and outbreak investigations into the designated statewide surveillance system (CEDRS/EpiTrax). i. Data entry shall be completed within three business days of investigation or interview.
Sub-Activity #3	1. The Contractor shall assess disease investigation metrics reports. a. The Contractor shall resolve any issues identified in the reports. b. The Contractor shall record each disease investigation metrics issue resolution in the Grant Reporting Spreadsheet.
Sub-Activity #4	1. The Contractor shall submit timely, complete Outbreak Reports for LPHA led outbreaks for the following reports: a. Initial Outbreak report. b. Final Outbreak report.
Sub-Activity #5	1. The Contractor shall submit timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks which transmission methods include: i. contact with environmental sources, ii. through infected people or animals, iii. an indeterminate/unknown mode.
Sub-Activity #6	1. The Contractor shall respond to incidents with public health implications within the jurisdiction to implement appropriate disease control and mitigation activities.
Primary Activity #2	The Contractor shall assess specific public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.

Sub-Activity #1	1. The Contractor shall maintain awareness of communicable disease trends and threats in their jurisdiction. a. The Contractor shall regularly assess surveillance data for their jurisdiction. b. The Contractor shall regularly review surveillance data for their jurisdiction. c. The Contractor shall attend statewide Communicable Disease calls. d. The Contractor shall meet at least quarterly with the Field Epidemiologist assigned to their region.
Sub-Activity #2	1. The Contractor shall present public health surveillance data to include: a. Reports. b. Concepts. 2. The Contractor shall share data with community organizations, at a minimum of every six (6) months. Examples of topics include, but are not limited to: a. Public health surveillance data through a newsletter b. Public health surveillance data through a website. c. Discussing the agency's regional epidemiological response plan. d. Reviewing an outbreak investigation. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response. g. Training for HCCs to address identified gaps in communicable disease response. 3. The Contractor shall submit reports to the Grant Reporting Spreadsheet to include the following: a. The date of the presentation. b. A Brief Topic Synopsis.
Primary Activity #3	The Contractor shall support disease prevention and response among people at higher risk of communicable disease infections.
Sub Activity #1	1. The Contractor shall coordinate with community stakeholders that shall include agencies such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities. c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare agencies. g. Organizations supporting seasonal workers. h. Organizations supporting migrant workers. i. Organizations supporting people with disabilities. j. Organizations supporting people with chronic conditions.
Goal #2: To increase capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall participate in the development or update of the Regional All-Hazards Integrated Preparedness Plan (IPP) to include four years of progressive exercise planning.
Sub-Activity #1	1. The Contractor shall complete one of the following: a. The contractor shall update their existing plan. b. The contractor shall develop a new plan.
Primary Activity #2	The Contractor shall develop or update the Distribution Plan.

Sub-Activity #1	1. Updates to the plan shall include the following: a. Ordering process, b. Transportation methods, c. Storage details, d. Supply management, e. Point of contact(s), f. Facility address.
Primary Activity #3	The Contractor shall meet with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall assure collaboration with at least one (1) of the following: a. Fatality management partners in their jurisdiction. b. Mass care partners in the jurisdiction.
Sub-Activity #1	1. The Contractor shall participate in one of the following events: a. Attend an existing meeting with these partners to confer about information sharing, coordination and key response roles. b. Hold a meeting with these partners to confer about information sharing, coordination and key response roles.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary and alternate Colorado Volunteer Mobilizer (CVM) administrator.
Primary Activity #3	The Contractor shall participate in an “Ordering and Receiving” CDPHE Developed webinar once per fiscal year.
Primary Activity #4	The Contractor shall participate in at least one training event or informational meeting offered by the Division of Homeland Security and Emergency Management (DHSEM) Access and Functional Needs (AFN) Team.
Primary Activity #5	The Contractor shall develop an ESF 8 resilience plan.
Sub-Activity #1	1. The Contractor shall implement a one (1) day consultation with the CO-CARES team at CDPHE to learn about ways to strengthen individual, team and system resilience.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills.
Sub Activity #1	1. Responses to the Office of Emergency Preparedness and Response (OEPR) drills may be made by one or more of the following methods: a. Email. b. Phone. c. SMS Text. d. Radio.

	2. Responses to the Communicable Disease drills may be made by one or more of the following methods: a. Email. b. Phone. c. SMS Text. d. Radio.
Primary Activity #2	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).
Sub Activity #1	1. The Contractor shall update the contact list a minimum of two (2) times per year or when: a. Contact information changes. b. New Emergency Preparedness and Response (EPR) staff are added. c. Primary Communicable Disease staff change.
Primary Activity #3	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.
Primary Activity #4	The Contractor shall update and maintain jurisdictional contact lists for communication with local partners.
Sub Activity #1	1. Redundant communication system contact lists shall be kept up-to date. Systems may include but not be limited to: a. The Health Alert Network (HAN) message system, b. Exercise and drills spreadsheets, c. Other jurisdictional tracking systems.
Sub-Activity #2	1. The Contractor shall utilize contact lists to receive and distribute relevant public health and epidemiological information.
Sub-Activity #3	1. The Contractor shall submit HAN reports twice per year.
Primary Activity #5	The Contractor shall conduct semi-annual drills to test redundant forms of communication among its partners.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for disaster drills and events.
Sub Activity #1	1. The Contractor shall conduct a minimum of two (2) of the following events that include all the Volunteers under the Administrator: a. Mission drills b. Real events 2. The Contractor shall use the CVM system for scheduling mission drills. 3. The Contractor shall use the CVM system for real disaster events.
Primary Activity #7	The Contractor shall conduct a distribution Tabletop exercise utilizing CDPHE guidance document.

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 a location to access the Grant Reporting Spreadsheet.
3. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the *CDPHE Communicable Disease Manual* (<https://cdphe.colorado.gov/communicable-disease-manual>) in the “CDPHE Guidance on Diseases Needing Case Investigation” (<https://docs.google.com/document/d/1AHrRPtAowOlhHud5oRWzmf3MC5vEohN9W071QxMOPM/edit>). This document and website are incorporated and made part of the contract by reference and are available on the following website:
<https://cdphe.colorado.gov/communicable-disease-manual>
4. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreak. Guidance for many conditions can be found in the *CDPHE Communicable Disease Manual* (<https://cdphe.colorado.gov/communicable-disease-manual>). Guidance may evolve and be adapted for changing responses or new pathogens. This website is incorporated and made part of the contract by reference.
 - a. CDPHE CDB will provide the most up to date guidance as needed.
5. The Contractor shall comply with CDPHE requirements in the use of CEDRS and EpiTrax for data reporting including complete data entry for required fields.
6. The Contractor shall comply with reporting requirements when completing the Center for Disease Control and Prevention (CDC) *National Outbreak Reporting System (NORS)* forms and Outbreak Reports. This information is incorporated and made part of this contract by reference and is located on the CDPHE website:
<https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines>
7. The Contractor shall complete disease and outbreak investigations with primary reporting responsibilities using established guidance and best practices.
8. The contractor shall not distribute public health surveillance data for counties outside of their jurisdiction without prior written approval from the jurisdiction whose data is requested. Approval will allow the following:
 - a. The extraction of data from another jurisdiction.
 - b. Downloading another jurisdictions Data.
 - c. The analysis of Data obtained from another jurisdiction.
 - d. Interpreting another jurisdictions data.
9. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.
10. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.
11. CDPHE will supply disease reporting and investigation metrics reports in August 2023 and February 2024.
12. The Contractor shall comply with CDPHE requirement for outbreak reporting.

	13. The Contractor shall demonstrate participation in the Regional All-Hazards Integrated Preparedness Plan (IPP) by one of the following: - Retaining sign-in sheets, - Providing meeting minutes, - Sharing an email. 14. CDPHE shall provide a guidance document for quarterly meetings between Public Health and Emergency Management partners. 15. The Contractor CVM administrators, both primary and alternate shall: - Have completed CVM Administrator training within the past 24 months. - Signed the yearly confidentiality agreement. - Be recognized by CDPHE as a CVM Administrator. 16. CDPHE will provide quarterly CVM Administrator training for LPHA's. 17. CDPHE will provide ESF 8 development guidance by July 31st 2023. 18. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE. - Redundant Communication Drills (radios) will focus on the following: - Information sharing between the state and local department operations centers (DOC). - Communication between the Regional Stage and Storage (RSS), Regional Transfer Point (RTP) and Local Transfer Point (LTP)s. 19. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE. 20. Local operational sites include the following: - DOC - Open Point of Dispensing (POD) - Closed POD - RTP - LTP - HCC member agencies 21. CDPHE will provide guidance for Tabletop exercises by September 30th, 2023.
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.
Measurement of Expected Results	- NORS forms are complete. - Outbreak Summary Reports are complete. - Disease investigations conducted by the Contractor are timely and complete. - Grant Reporting spreadsheet is complete for all deliverables. - Updated Regional All-Hazards Integrated Preparedness Plan (IPP). - Improved collaboration between public health and emergency management. - Participation in Emergency Preparedness drills and exercises. - Updated Distribution Plan.

		Completion Date
Deliverables	1. The Contractor shall submit the meeting minutes from quarterly meetings via CO-SHARE.	No later than Sept. 30, 2023 for first submission, Dec. 31, 2023 for second submission, March 31, 2024 for third submission, and June 15, 2024 for the fourth submission
	2. The Contractor shall submit their personnel plan identifying how they will maintain access to trained personnel to the CDPHE Contractor via CO-SHARE.	No later than September 30, 2023
	3. The Contractor shall submit all agency- initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than Dec. 31, 2023 for the first submission and June 15, 2024 for the second submission
	4. The Contractor shall submit documentation of participation in the development of the Regional All-Hazards Integrated Preparedness Plan (IPP) via CO-SHARE.	No later than June 15, 2024
	5. The Contractor shall submit the Distribution Plan via CO-SHARE.	No later than June 15, 2024
	6. The Contractor shall submit an agenda and meeting minutes for collaboration sessions with partners via CO-SHARE.	No later than June 15, 2024
	7. The Contractor shall submit copies of CVM administrator training certificates with confidentiality agreements for their primary and alternate administrators via CO-SHARE.	No later than June 15, 2024
	8. The Contractor shall submit the date and time of the CDPHE webinar completed into the Grant Deliverable Tracker.	No later than June 15, 2024
	9. The Contractor shall submit the sign in sheet(s) for the DHSEM AFN training events or informational meetings via CO-SHARE.	No later than June 15, 2024
	10. The Contractor shall submit all contact list(s) via CO-SHARE.	No later than June 15, 2024
	11. The Contractor shall submit a draft ESF8 resilience plan via CO-SHARE.	No later than June 15, 2024
	12. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than June 15, 2024
	13. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2024
	14. The Contractor shall resolve issues related to missing data in CEDRS or Epi Trax for conditions investigated by the LPHA.	No later than two (2) weeks after receiving a missing data report
	15. The Contractor shall submit NORS forms for outbreak reporting via CO-SHARE.	No later than two months from first illness onset

	16. The Contractor shall submit outbreak summary reports for LPHA led outbreaks via CO-SHARE.	No later than six (6) months from first illness onset
	17. The Contractor shall report outbreaks identified in their jurisdiction to CDPHE via CO-SHARE.	No later than one (1) business day from identification
	18. The Contractor shall resolve issues related to timely and complete submission of NORS forms and outbreak reports via CO-SHARE.	No later than two (2) weeks from notification of missing or incomplete reports from CDPHE
	19. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports and resolution via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
	20. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2024
	21. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	22. The Contractor shall submit a brief summary of their role in disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. 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.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 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 require an extension to the time line, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Program Manager or designee 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 Terms and Conditions of this contract.

Exhibit F**Federal Provisions – Public Health Emergency Preparedness**

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: Gunnison County Department of Health and Human Services
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): NSN9FAGKEDJ9
- c. The Federal Award Identification Number (FAIN) is NU90TP922028
- d. The Federal award date is 6/22/2022
- e. The subaward period of performance start date is 7/01/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/21/2022 - 06/30/2023	\$46,763,580.00	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Daniele Ngantou, Public Health Advisor ywz0@cdc.gov; 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 Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Preparedness.
- j. This award is not for research & development.
- k. Subrecipient 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.

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.
- 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.

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Charter Operating Agreement and Lease

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Delux Public Charter, LLC dba JSX

Term Begins: 05/01/2023

Term Ends:

Grant Contract #:

Summary:

Agreement for JSX Airlines to operate charter service at the Gunnison Crested Butte Regional Airport.

Fiscal Impact: Landing Fees: \$2.72/1,000 lbs of weight; \$420/mo for leased space

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/12/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/5/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/5/2023

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023

**CHARTER OPERATOR OPERATING AGREEMENT AND
LEASE OF AIRPORT FACILITIES**

**GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado**

Lessor:

**BOARD OF COUNTY COMMISSIONS
OF GUNNISON COUNTY, COLORADO**

200 East Virginia
Gunnison, Colorado 81230
Facsimile: (970) 641-3061

Lessee:

Delux Public Charter, LLC (dba JSX)

Dated: _____, 2023

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EXHIBIT 1	Minimum Standards
EXHIBIT 2	Rules and Regulations

CHARTER AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

THIS LEASE made effective as of _____ 2023 between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the “County” and Delux Public Charter, LLC (dba JSX), herein called the “Operator”.

RECITALS

The parties recite and declare that:

- A. The County is a political subdivision of the State of Colorado, and owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison;
- B. The Operator is engaged in the business of transporting persons, property, cargo and mail by aircraft; and
- C. For and in consideration of the mutual covenants and agreements contained herein, the County is willing to lease and grant to the Operator and the Operator is willing to rent and obtain from the County certain premises and facilities on the Airport, together with certain rights, licenses and privileges thereon.

1. DEFINITIONS

As used in this Lease, defined words and terms shall have the following meanings:

- 1.1 “Airport” is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, including the Terminal and other public improvements and facilities located thereon.
- 1.2 “Airport Director” is the manager of the Airport as may be designated from time to time by the County.
- 1.3 “Employees” means Operator’s officers, employees, contractors and/or agents performing activities at the Airport.
- 1.4 "Common Operator Areas" shall mean the security hold room, baggage claim area, passenger waiting areas, and passenger queuing areas in front of Operator ticket counters in the Terminal,
- 1.5 “Lease” is this Operator Operating Agreement and Lease of Airport Facilities.
- 1.6 “Leased Premises” refers to the premises described in Sections 2.2.1 and 2.2.4 of this Lease, the Ramp, , including that which may be described for Operator’s preferential use and use in common with others.

- 1.7 “Terminal” is the Passenger Terminal Building at the Airport.
- 1.8 “Preferential Premises” consists of the preferential use counter, office and other space described in Section 2.2.4 of this Lease, if any.
- 1.9 “Ramp” is that portion of the aircraft ramp/apron at the Airport designated by the Airport Director from time to time for use by air carrier aircraft.
- 1.10 “Weight” shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. USE OF AIRPORT FACILITIES

Subject to the terms, conditions and covenants of this Lease, Operator is granted the following:

- 2.1 Grant of Airport Use. Operator is granted the use of the Airport, in common with others similarly authorized, together with all public facilities, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, the Ramp, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids and all other conveniences for flying, landings and takeoffs.
- 2.2 Terminal Building and Adjacent Space. Operator is also granted the use of the following space in and adjacent to the Terminal:
 - 2.2.1 Use of space within the bag claim area and storage/equipment facility.
 - 2.2.2 In common with others, use of portions of the Ramp to permit the taxiing, servicing, loading and unloading of Operator’s aircraft, provided, however, that the Airport Director shall at all times have the right to establish and enforce such non-discriminatory rules and regulations as he reasonably deems necessary to control the parking and movement of aircraft on the common aircraft areas. Such rules may prohibit the long-term parking or storage of aircraft, including disabled aircraft, on ramp and apron areas. Long-term parking is hereby defined as parking that exceeds forty-eight (48) consecutive hours. If Operator works in good faith to repair and/or remove a disabled aircraft, but is unable to do so within forty-eight (48) hours, Operator shall not be deemed to have breached the terms of this Section;
 - 2.2.3 In common with others, the use of all public space in the Terminal for Operator, its employees, customers, guests and other invitees, subject to such reasonable policies as the County may establish; and

- 2.2.4 Operator will not operate from or require Preferential Premises. However, Operator will, prior to each flight and until flight has departed, utilize temporarily dedicated space within the bag claim area of the terminal for the sale of tickets and the reservation of space, manifesting of passengers and cargo and the handling of baggage and cargo. During the time operator's aircraft is on the ramp, Operator may distribute and display on the temporarily dedicated space Operator schedules and promotional materials so long as in the Airport Director's reasonable discretion the same are tasteful and compatible with Terminal design and the other provisions of this Lease. Operator shall not display or distribute from such Premises (except with written permission of the Airport Director) advertising or promotional materials for non-Operator businesses or service.
- 2.2.5 Operator, in support of operator's flight activities, may place operator specific passenger directive and company signage within the terminal only prior to each flight in locations as approved by Airport Director. Operator will remove and store such signage once flight has departed.

2.3 Access to Airport.

- 2.3.1 Operator, its passengers, agents, servants, invitees, employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from the Terminal. Such access shall, without exception, be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit; and the County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.
- 2.3.2 The County may charge the operators of vehicles carrying passengers and property for the privilege of entering upon Airport property or using the roadways in or on the Airport, parking vehicles on the Airport, soliciting passengers on the Airport, or otherwise operating on the Airport. Provided, however, that the County will make available a reasonable number of parking spaces on Airport property for the use of Operator's employees, at no charge to Operator or its employees, and the County's failure to charge fees for such parking areas shall not affect its ability to charge and collect fees from other users.

2.4 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for flight announcements, paging, and similar purposes, subject to reasonable rules and policies established by the Airport Director.

2.5 Limitation on Use.

- 2.5.1 Operator's use of the Airport authorized and granted herein shall be limited to the operation of a transportation system by aircraft for the carriage of persons, property,

cargo and mail, including without limitation, the landing, take-off, parking, servicing, repairing, storing and testing of Operator's aircraft; the loading and unloading of persons, property, cargo and mail at the Airport: all of the uses shall be subject to County rules and policies then in effect.

- 2.5.2 Nothing contained herein is or shall be construed to prevent the County from enforcing the provisions of applicable ordinances, resolutions or regulations relating to the control of landside parking at the Airport or the collection of fees for such parking.
- 2.5.3 The County reserves the right to install or lease space in the public areas of the Airport for concessions (including, but not limited to, ground transportation and rental cars), which the County, in its sole discretion, deems desirable. Concessions will not adversely impact Operator's rights, use or access to the Preferential and Common Operator Areas.
- 2.5.4 Operator shall assure that no amusement, vending machines, public pay phones, facsimile, copy machines or other machines operated by coins, tokens, or credit cards are installed or maintained in or at the Preferential Premises unless approved by the Airport Director.
- 2.6 Acceptance by Operator. Operator has inspected the Airport, Terminal and Leased Premises and is fully aware of the equipment, location and condition thereof. Operator accepts the same in their present "as is" condition.
- 2.7 Air Carrier Accommodation. To accommodate the public interest, including to maximize the efficient use of Terminal space; to comply with the County's obligations under federal law to provide reasonable access to the Airport for commercial aeronautical operators and to accommodate entry to the Airport of new scheduled and charter air carriers; and to ensure uniform treatment of all Operators, the County reserves the right unilaterally to change, during the term of this Lease, the rights and obligations of Operator in areas designated as Preferential Premises, in accordance with the standards and process set forth below:
 - 2.7.1 If an Operator desires to begin or renew service to the Airport and desires space in the Terminal, such Operator (the "Requesting Operator") may file a request for access with the Airport Director, containing details of the proposed Operator operations including, the amount, type and location of facilities requested; the type, schedule and seasonal duration of aeronautical services proposed; the proposed commencement date; the number and type of aircraft and ground support equipment; and the types and number of personnel to be used. Upon receipt of such a request, the Airport Director will determine whether the Requesting Operator requires Preferential Premises within the air carrier counter, office and/or ops/cargo area of the Terminal.

- 2.7.2 If the Airport Director determines that the Requesting Operator needs Preferential Premises in the Terminal and such space is not then vacant, the Airport Director shall forward the request for access to all Operators renting space in the Terminal. The Requesting Operator and tenant Operators all shall then have the obligation to negotiate in good faith to reach an agreement to accommodate the Requesting Operator, whether by sublease, sub-license, "handling agreement" or the like.
- 2.7.3 If negotiations are fruitless and the Requesting Operator demonstrates to the satisfaction of the Airport Director that it has pursued all reasonable efforts to secure accommodation by the tenant Operators without success, the Airport Director shall notify all tenant Operators in writing that, if the Requesting Operator is not accommodated within a reasonable period, not less than forty-five (45) days, from the receipt of such notice, the Airport Director shall select one or more of the tenant Operators to accommodate the Requesting Operator.
- 2.7.4 If, at the end of the specified period, the Requesting Operator has not been accommodated, the Airport Director shall select Operator and/or another Operator tenant or tenants to accommodate the Requesting Operator, by sharing all or a portion of the Preferential Premises assigned to one or more tenant Operators, including possibly the Operator, with Requesting Operator in the manner determined by the Airport Director. Such reduction and reallocation shall be determined by taking into consideration factors including, but not necessarily limited to: current relative utilization of Preferential Premises (on a gross flight number and/or enplaned passenger basis), schedule compatibility, union work rules, and competitive relationships. Once a decision is made, the Airport Director shall send written notice to the tenant Operator(s) selected to accommodate the Requesting Operator to begin accommodation of such Requesting Operator within ten (10) business days from the receipt of such notice. Operator shall not be required to bear the expense of any such reduction in size or reconfiguration of the Preferential Premises and Operator may require the Requesting Operator to enter into an agreement, acceptable to the Operator, for Requesting Operators' use of Operator's Preferential Use Space. The Airport Director shall include in such notice the basis for the decision. The decision of the Airport Director shall be final.
- 2.7.5 If during the term of this Agreement, Operator suspends flight operations at the Airport for a period in excess of sixty (60) days, during the months of December through March inclusive, and another Operator makes application for use of new or additional space in the Terminal, the County reserves the right to delete all or a portion of the Preferential Premises from this Lease for the remainder of its term, and to make such space available to the Requesting Operator.
- 2.8 Acknowledgment of Facilities Limitations. The County has advised Operator, and Operator acknowledges and understands, that the scheduling of service to the Airport by large aircraft (more than 30 seats), during the same or in close proximity to periods in which the Airport is being served by other large aircraft may result in schedule delays, and inconvenience and

discomfort to passengers. The County encourages Operator and other Operator tenants to take these considerations into account when scheduling service by large aircraft at the Airport. Upon request of Operator, the County will share with Operator all non-confidential information in its possession regarding the scheduling and proposed scheduling of Operator service at the Airport.

2.9 Entry and Inspection By County. County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Operator's operations as is reasonably practicable, and with prior written notice to the Operator) to enter upon the Operator's Preferential Premises for the following purposes:

2.9.1 To inspect such Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of the Lease with respect to such Premises.

2.9.2 To perform maintenance and make repairs and replacements in any case where Operator is obligated to do so and has failed after reasonable written notice to do so, in which event Operator shall reimburse County for the reasonable cost thereof promptly upon demand.

2.9.3 To perform maintenance and make repairs and replacements in any case where the County is obligated to do so, and in any other case where the County, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of such Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

2.9.4 In the exercise of the County's police power, nothing herein shall limit the rights of County to enter the Preferential Premises with or without notice in the event of an emergency. No such entry by or on behalf of the County upon such Premises shall in and of itself cause or constitute a termination of this Lease or be deemed to constitute an interference with Operator's possession of the Premises.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay the County rentals and charges for the use of the Leased Premises, and the services and privileges granted hereunder, according to the following schedule:

3.1.1 For Airport services connected with its operations scheduled to be landed and non-scheduled operations actually landed at the Airport, Operator shall pay a landing

fee based on the **maximum certified landing weight of the aircraft landed**, which landing fee shall be **\$2.72 per 1,000 pounds of Weight**.

- 3.1.2 For use of passenger, cargo and baggage processing space within the terminal bag claim area and space for aircraft maintenance supplies and parts storage, Operator agrees to pay the County an annual rate of **\$11.19/sq. ft.** (30% of exclusive preferential rate) for **450 sq.ft.** space desired for operators use (**\$420/mth**).
- 3.1.3 Such additional fees or charges as are necessary to reimburse the County for expenditures required to comply with standards, regulations, orders or directives from the Federal Aviation Administration and/or Transportation Security Administration concerning security to the extent that the federal government is not obligated to provide such reimbursement. To the extent that the Operator provides such services at its own expense, it shall be relieved of any obligation to reimburse the County under this section.
- 3.1.4 Operator agrees to faithfully collect and promptly remit to County (without notice or demand by County and in accordance with FAR Part 158) the proceeds of the County's Passenger Facility Charge as long as the County has an FAA approved Passenger Facility Charge in effect. Operator shall pay the County interest for late payment of Passenger Facility Charge proceeds to County in accordance with Section 3.1.8 below. Both Operator and County hereby covenant to fulfill their responsibilities under the terms of FAR Part 158. If legislation and regulations, in effect on the date of this Lease, governing passenger facilities charges, use fees, or similar charges on Operator's passengers using the Airport are amended, changed, or eliminated during the term of this Lease, the County reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as reasonably determined by the County to be necessary. In the event that any rental, fee or charge set forth in this Lease shall not be paid to the County within the calendar month of the due date, Operator agrees to pay a late charge equal to one and one-half percent (1 1/2%) per month on the unpaid balance, accruing from the due date until paid.
- 3.1.5 Operator shall pay for any identification badges required for its or its assigns or subtenants' employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is \$75.00 per badge. Operator shall also pay fees as established by the County from time to time for the replacement of said badges. When requested by Operator, the County shall issue keys to Operator employees, to provide access to those areas of the Terminal which the County in its discretion deems necessary or appropriate for Operator's activities. Operator agrees to pay the County \$10.00 for each such key issued. If any such key is lost or stolen, Operator agrees to pay the County \$100, plus the actual cost incurred by the County for re-keying the affected locks and producing replacement keys. Operator acknowledges that, depending on the key

lost, the cost incurred for re-keying locks and providing replacement keys may be significant.

3.2 Terms and Conditions of Payment.

- 3.2.1 Rentals under subparagraph 3.1.1 and 3.1.4 above shall be paid in advance in monthly installments due the first day of each month and payable no later than the 15th day of each month. The first such payment shall be due on **June 1st, 2023**.
- 3.2.2 Operator shall provide to the County information required in calculating fees set forth in subparagraphs 3.1.2 and 3.1.3, above, and warrants that all information contained in these reports shall be true and accurate as of the date the same is given. By the second business day of each month during the Lease term, Operator shall deliver to the County, on a form to be provided by the County, all information concerning Operator's aircraft landed and landed Weight for the previous calendar month, together with flight cancellations and the reasons therefore. The County will thereafter invoice Operator the appropriate fee for the previous month, which amount shall be paid by Operator within twenty (20) days following billing by the County.
- 3.2.3 Payment for any cost reimbursement shall be made within thirty (30) days following receipt by the Operator of a statement or invoice itemizing such costs unless Operator, at its option, exercised in writing upon notice to the county, elects to carry forward.
- 3.2.4 Payments shall be made to the Gunnison County Finance Office, 200 East Virginia, Gunnison, Colorado 81230, and should be made payable to the "Gunnison County Treasurer." Any check or other order shall be accepted subject to collection and the Operator agrees to pay any bank charges made for the collection of any such check.

- 3.3 Insurance. Operator shall have the obligation to maintain, during the Term of this Lease and at Operator's expense, aircraft liability insurance and comprehensive general form liability insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premises liability and contractual liability, with liability limits of at least those set forth in the County's Minimum Standards and Requirements of Commercial Aeronautical Activities (the "Minimum Standards") at the Airport, as the same now exist or as they may be hereafter amended after notice to Operator, including acceptable sub-limits. A copy of the Minimum Standards is annexed to this Lease at **Exhibit 2**. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft, and shall cover Operator's use and occupation of the Leased Premises and aircraft operations at or upon the Airport. Said policy shall include an endorsement covering the indemnity owed by Operator to the County under this Lease. Operator may insure in such amounts as Operator shall deem appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Preferential Premises. Operator shall also maintain worker's compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Colorado, covering all

its employees who may from time to time be at the Airport in such capacity. Operator shall furnish current certificates of insurance to the County within 30 days of executing this agreement.

- 3.4 Indemnification of the County. Each of the Operator and the County agrees to indemnify the other against all liability for injuries to persons or damage to property caused by the other's intentional and/or negligent operations at or upon, or use or occupancy of the Leased Premises, except to the extent that such injuries or damage are caused by the gross negligence or willful misconduct of such party. the parties hereto expressly agree that under no circumstances shall either party or its affiliates be liable for special or exemplary damages, whether in contract or tort (including strict liability, negligence, and nuisance), such as, without limitation, punitive damages.

3.5 Security Requirements.

- 3.5.1 Operator shall conduct criminal and such other checks on its employees as may be required by applicable federal law and/or regulations, whether the same applies to Operator directly, or to the operation of any part of the Airport. Operator shall also timely provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the County. Operator further agrees that Operator and its Employees shall fully comply with the County's security program.
- 3.5.2 Operator shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized intrusion and shall with respect to any area of the Premises opening to an Air Operations Area (AOA) of the Airport, provide for an adequate security procedure designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "Air Operations Area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at the standard no less than required and set out in Part 1542 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.
- 3.5.3 At any time during the term hereof, when requested in writing by the Airport Director, the Operator shall, within a reasonable period following such request, submit to the Airport Director written descriptions of the security procedures that are to be used and are being used by the Operator on any or all of the Leased Premises.
- 3.5.4 It is understood and agreed by the Operator that the TSA screening check point located in the Airport Terminal and the services provided by the TSA screening staff will not be utilized and instead will be provide by Operator. It is understood and

agreed that all screening, security and related operating procedures by Operator will remain compliant with FAA 14 CFR 135 regulations and the Operator's TSA approved Twelve-Five Standard Security Program (TFSSP). Operator and the County will use their best reasonable efforts to ensure that Operator's departing passengers will not enter the TSA screening check point.

- 3.5.5 If Operator uses any access gate or door ("Access Gate") providing access to the Security Identification Display Area ("SIDA") of the Airport. Any such Access Gate shall be constantly monitored by Operator while open to prevent access to the SIDA by any person who does not properly display a County-issued security badge, or by any person who is not actively escorted by such a properly badged person. If unauthorized access to the SIDA occurs through an Access Gate being used by Operator it shall be a violation of this Lease and of the County's security program. For any such violation, Operator shall pay the County liquidated contract damages, which shall not be considered a penalty, in accordance with the following schedule, for violations occurring during the same calendar year:

1 st Violation	Notice of Violation—Next Offense to Result in Fine
2 nd Violation	\$250 (gate will be locked by County until fee is paid)
3 rd Violation	\$500 (gate will be locked by County until fee is paid and

Operator shall provide assurances which, in the sole discretion of the County, are sufficient to prevent future Access Gate violations). Regardless of the number of such Access Gate violations which occur, should any such violation(s) result in a damage award, citation, or fine being assessed against the County, then Operator shall promptly reimburse the County for said damage award, citation, or fine, and for all costs and expenses, including reasonable attorney's fees, incurred by the County in defending against and satisfying the same

- 3.6 Operator's Employees. Operator hereby covenants and agrees, that with respect to operations authorized under this Lease;

- 3.6.1 Operator shall require all of its Employees, representatives, contractors, subcontractors, licensees, subtenants, invitees excluding passengers, and suppliers hired by Operator and working about the Terminal to wear clean and neat attire and to display appropriate identification.
- 3.6.2 Operator shall not permit its Employees to enter the Airport's security areas without the Employee's valid identification or an approved escort; and it shall immediately notify the Airport Director or his designee whenever an Employee's access authority has been revoked, an access medium has been lost or stolen, or it becomes aware that the access control system or its components have been compromised or threatened.

- 3.7 Records. Operator agrees that it shall keep or cause to be kept at the Airport true, accurate and complete records of Operator's activity conducted at the Airport upon which reports required in Subparagraph 3.2.2 above are based, for a period of two (2) years after the activity conducted, and shall permit the County to inspect the same at all reasonable times. Operator will provide passenger deplanement and enplanement records to the Airport Director by the 30th of each month after the month of the recorded activity.
- 3.8 Liens. Operator shall immediately cause to be removed, and shall cause a bond to be posted for the benefit of County to secure the payment of any and all liens or encumbrances of any nature arising out of or imposed because of any improvements or repairs performed by Operator or any of its contractors or subcontractors upon the Preferential Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Preferential Premises.
- 3.9 Removal of Disabled Aircraft. Operator shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons and gate positions) and place any such disabled aircraft in such storage areas as may be designated by Airport Director. Operator may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by Airport Director. If Operator fails to remove any of its disabled promptly, County may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal and state laws and regulations. Operator agrees to reimburse County for all reasonable and actual costs of such removal.

4. OBLIGATIONS OF THE COUNTY

- 4.1. Quiet Enjoyment. The County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.
- 4.2. Maintenance and Utilities. During the term of this Lease, the County shall maintain and keep in good repair so much of the Airport, including the Terminal, as is not under the preferential or exclusive control of individual tenants, in accordance with applicable laws, rules and regulations. The County shall also maintain and operate sewage and water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or may hereafter be connected with the operation of the Airport, for the common areas of the Terminal.
- 4.3. Snow Removal. The duties of the County shall include the removal of snow from the ramps, runways and taxiways of the Airport, to the standard of a reasonable airport operator under similar circumstances and in light of equipment and personnel reasonably available to the County except as provided for in 4.4.

- 4.4. Operator Snow Removal. Operator agrees to remove ice and snow from (a) an area around each aircraft measuring ten (10) feet from the nose, tail, and wings, and (b) a ramp area designated by the Airport Director for housing Operator ground handling equipment, such areas identified as the “Exterior Exclusive Use Premises” if any taking into account the equipment and personnel reasonably available to the Operator except as provided in Section 4.3 above. Operator shall indemnify and hold the County harmless from any and all claims arising out of Operator’s failure to clear ice and snow from the Exterior Exclusive Use Premises. Operator assumes full responsibility for the safety of its employees, contractors, agents, and passengers moving between the terminal and its own aircraft, regardless of weather conditions.

5. TERM

- 5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Lease shall be a 5 (five) month period commencing May 1st 2023 and ending September 30th, 2023 (Initial Term). At the request of the operator, an additional term commencing November 1st 2023 and ending April 30th 2024 (Additional Term) may be approved by mutual agreement.
- 5.2 Holding Over. Holding over or failure to vacate the Preferential Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy, under the other terms and conditions of this Lease, which may be terminated by either party upon 30-days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator.

- 6.1.1 Operator may terminate this Lease at any time if it withdraws from providing scheduled air service to the Airport, providing that it first delivers to the County a written notice specifying an early termination date, which date shall not be less than thirty (30) days from the date of delivery of said notice to the County. In such event, this Lease shall terminate on the date specified in the notice, provided that Operator is not then in default under the terms of this Lease and all amounts due and owing to the County are fully paid on and to the termination date specified. If Operator continues to provide service after the date specified, is in default hereunder or otherwise continues to owe monetary obligations to the County on said date, Operator's obligations under this Lease shall not terminate, but shall continue during the term.
- 6.1.2 If the County fails to perform any material act or acts or render any service required to be performed or rendered by the County under the terms of this Lease, and if the County fails to remedy any such default within thirty (30) days following Operator's written notice to remedy the same, Operator may terminate this Lease.

6.1.3 Operator shall also have the right to terminate this Lease in the event of any of the following: the order or action of a federal agency terminating or suspending Operator's right to operate into and from the Airport; issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least thirty (30) days; any action of a federal agency hereafter refusing to permit Operator to operate into, from or through the Airport such aircraft as Operator may reasonably desire to operate thereon; the inability of Operator to use said premises and facilities continuing for a longer period of thirty (30) days due to any deficiency of the Airport or unsafe condition for operating at the Airport of the type of aircraft then being flown by Operator or any law, order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Operator or due to war or other casualty; the assumption by the United States or any authorized agency thereof of control of the Airport or any substantial part thereof; or the erection of any obstacle on or in the vicinity of the Airport which would occasion a modification of Operator's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of Operator.

6.2 Operator's Default and County Remedies.

6.2.1 County may terminate this lease if Operator is in default under this Lease in the event of any of the following:

6.2.1.1 appointment of a receiver or trustee of Operator's assets;

6.2.1.2 default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money or the occurrence of the events described in this paragraph, and failure of Operator to remedy such default for a period of thirty (30) days after receipt of written notice to remedy the same; or

6.2.1.3 failure of the Operator to make any payment due hereunder within fifteen (15) days after receipt of notice of such overdue payment.

6.2.2 In the event of default, the County may, at its option, in addition to other remedies, and with or without terminating this Lease, utilize Operator's security deposit to satisfy all or a portion of Operator's obligations to the County. The County need not terminate this Lease upon Operator's default, but at its discretion and without terminating the Lease, may seek specific performance, damages incurred by it as a result of Operator's default, and/or such other and further relief as may be available at law or equity. In the event of Operator's default, the County need not elect remedies, but may pursue any combination of remedies available to it at law or equity.

6.3 Surrender of Possession.

- 6.3.1 On the expiration or other termination of this Lease, Operator's rights to use the Leased Premises, facilities and services described herein shall cease, and Operator shall promptly vacate the Preferential Premises, if any.
- 6.3.2 Except as otherwise provided in this Lease, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about the Airport shall be deemed to be personal property and shall remain the property of Operator. Operator shall have the right at any time during the term of this Lease, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or sooner termination of this Lease, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by Operator prior to the expiration of the aforesaid period shall be deemed abandoned thereupon become a part of the land on which it is located and title thereto shall vest in the County. The County may, however, require and accomplish the removal of said property at its option and at the expense of Operator. Neither the County, nor its officers, employees or contractors shall have any liability to Operator with respect to such abandoned property.

6.4 Damage or Destruction of Premises.

- 6.4.1 If the Preferential Premises are partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Preferential Premises untenable, but said damage is capable of being repaired in 60 days or prior to the termination date hereof, whichever date first occurs, the Preferential Premises shall be repaired with due diligence by the County at its own cost and expense, and the rent payable hereunder with respect to that portion damaged, if any, shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered unusable bears to the total space leased until such time as the Preferential Premises shall be fully restored. If the Preferential Premises are completely destroyed or are so damaged that they will remain untenable for more than 60 days or beyond the termination date hereof, whichever date first occurs, either party may, at its option, cancel so much of this Lease as relates to the untenable space, such cancellation to be effective as of the date the Preferential Premises were damaged or destroyed. In such event, County shall make reasonable efforts to provide Operator with substitute space, to the extent the same is reasonably available.
- 6.4.2 Except as provided in subparagraph 6.4.1 above, destruction of all or part of the Preferential Premises shall not affect the obligation of Operator to pay the rents and charges set forth in this Lease.

- 6.4.3 In the event that the Preferential Premises are rendered untenable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for herein during the period that the same are so untenable or unusable.
- 6.4.4 Notwithstanding any of the foregoing, in the event any damage or destruction to the Airport is caused by a negligent act or omission by Operator, its subtenants or Employees, Operator shall reimburse the County for its actual costs incurred in repairing such damage. Nothing herein shall be construed as a waiver of the right of the County to recover damages from Operator arising out of the fault or negligence of Operator.
- 6.4.5 In the application of this Paragraph 6.4, the County's obligations shall be limited to repair or reconstruction of the Preferential Premises to the extent and of equal quality as obtained at the commencement of operations hereunder, and the County shall not be responsible for any consequential damages. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused by a negligent act or omission of the County, its agents or employees, in which event the County shall be responsible for such redecoration and replacement. Any such redecoration or refurnishing shall be of equivalent quality to that originally existing at the commencement of the Lease.

7. ASSIGNMENTS AND SUBLETTING

- 7.1 Assignments and Subletting. Operator shall not at any time assign or sublet its rights under this Lease or any part thereof without the prior written consent of the County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations set forth herein.
- 7.2 Successors to the County. The rights and obligations of the County under this Lease may be assigned by the County, at the option of the County, and without the necessity for the concurrence of the Operator in any such assignment.

8. OTHER AGREEMENTS

- 8.1 Compliance with Laws, Rules and Regulations.

- 8.1.1 Operator shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder. Operator shall also pay all taxes lawfully imposed upon it with respect to its property or operations on the Airport.
- 8.1.2 Operator shall, at all times, faithfully obey and comply with all applicable existing and future laws, rules and regulations adopted by federal, state, local and other governmental bodies and applicable to or affecting Operator and its operations and activities in and at the Airport.
- 8.1.3 Operator agrees to abide by and be subject to all (a) the Minimum Standards, and (b) Airport Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport. A copy of the County's existing Minimum Standards and Rules and Regulations relating to operations at the Airport are annexed to this Lease as Exhibit 1 and 2.
- 8.1.4 Nothing herein shall limit the right of Operator to challenge any rule or regulation, or the application of such rule or regulation to Operator, or to seek any legal or equitable remedy.
- 8.1.5 Operator acknowledges that it has reviewed and is familiar with Assurances which are imposed upon the County by the Federal Aviation Administration by nature of its having received grant funding. Operator agrees that it will faithfully comply with such Assurances to the extent that they apply or hereafter apply to the Operator, and shall take no action or make no omission which would cause the County to be in default under such Assurances.
- 8.2 Lease Subordinate. This Lease shall be subordinate to any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport. If such an Agreement is entered into between the County and the United States, the parties agree to execute an amendment to this Lease so as to remove any material inconsistencies between this document and any agreement with the United States. In the event that by reason of any such Agreement with the United States, it becomes necessary to modify, relocate or remove any improvements or other structures situated on the Leased Premises, Operator agrees to modify, relocate or remove any such improvements or structures, as directed by the County, and the County shall compensate and reimburse Operator for reasonable costs and expenses (including modification, removal or relocation costs) so incurred by Operator.
- 8.3 Non-Discrimination. In operations at and use of the Airport, the Operator shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by

the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

- 8.4 Service Entrances. The County shall have no obligation to provide any special service entrances for utilities other than those, which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator, and only upon prior County approval.
- 8.5 Availability of Governmental Facilities. In the event that air navigation aids or other facilities now or hereafter supplied by the United States and needed for Operator's operation at the Airport are discontinued, the County shall have no obligation to furnish such aids or facilities.
- 8.6 Relocation by the County. If in the opinion of the County, proper development or operation of the Airport requires that any part of the Leased Premises be devoted to a different use, the County shall have the right, upon six (6) months advance written notice to Operator ("Relocation Notice"), and without cost or expense to Operator, to relocate all or a part of the Leased Premises, on a temporary or permanent basis, provided that such notice details the specifics and timing of such relocation and what specific areas of the Lease Premises are affected. If the Preferential Premises is so relocated it shall be of no less area, and as conveniently located with reference to the Security Holding Area as is reasonable, considering all demands for space at the Airport. In such event, all of Operator's improvements and trade fixtures shall, without cost or expense to Operator, be relocated or replaced on said relocated Preferential Premises, and this Lease shall continue in effect with respect to such relocated Preferential Premises. In the event of such Relocation Notice, Operator shall the right in its sole discretion to terminate this Agreement.
- 8.7 Force Majeure. Neither the County nor Operator shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.
- 8.8 Reservation of County Rights. Notwithstanding anything herein to the contrary, the County reserves the following rights:
- 8.9.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.
- 8.9.2 The right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Operator from erecting, or permitting to be erected,

any building or other structure on the Leased Premises which would, in the reasonable judgment of the County, constitute a hazard to aviation.

- 8.9.3 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Leased Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.
- 8.9.4 The right to direct all activities of Operator at the Airport in the event of an emergency.
- 8.9.5 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Operator's rights hereunder or Operator's occupancy or use of the Leased Premises, and the right to direct changes in the way Operator conducts its Airport operations in the event that the County determines, in the exercise of its reasonable judgment, that one or more aspects of Operator's method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the County to deny Operator the basic right to use the Leased Premises for any of the uses permitted hereunder.
- 8.9.6 The right to further develop and/or improve the Airport, including the Leased Premises, as the County deems appropriate, without interference or hindrance by Operator, and the County shall have no liability hereunder to Operator by reason of any interruption to its operations on the Leased Premises occasioned by such development and/or improvement of the Airport; provided, that if Operator shall be unable to conduct reasonably normal business operations on the Leased Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Operator hereunder shall be subject to an equitable adjustment during the period of such interruption.
- 8.9.7 Prior to taking any such action which would adversely affect the operations of the Operator, the County agrees to consult with the Operator's local and/or designated representative; provided, however, that this shall not preclude the County from taking any action it deems necessary for the immediate protection of persons or property or which is necessitated by circumstances which the Airport Director or other authorized person reasonably believes to be a threat to the general welfare.

9. MISCELLANEOUS PROVISIONS

- 9.1 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958,

as amended, and the County reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature.

- 9.2 Operator's Subcontracts. The requirements of this Lease shall apply to Operator's approved subcontractors hereunder, and Operator shall ensure that such subcontractors agree to and comply with the obligations of paragraphs hereof to the same extent required of Operator.
- 9.3 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.
- 9.4 Time of Essence. Time is of the essence in this Lease.
- 9.5 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.
- 9.6 Limitation of Benefit and Liability. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party. No director, officer, official or employee of either party shall be held personally liable under the terms of this Lease.
- 9.7 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.
- 9.8 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of the County and the permitted assigns of Operator.
- 9.9 Notices. Notice to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison-Crested Butte Regional Airport
Mathew Birnie, County Manager
200 E. Virginia
Gunnison, Colorado 81230

and notices to the Operator, if sent by registered mail, addressed to:

Delux Public Charter, LLC

1341 W Mockingbird Ln #600e
Dallas, TX 75247

- 9.10 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Lease shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado.
- 9.11 Entire Lease. This Lease embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.
- 9.12 Attorneys' Fees. In any action to enforce or interpret the provisions of this Lease, the court may award reasonable attorney fees and costs to the prevailing party.
- 9.13 No Personal Liability. No director, officer or employee of either party hereto shall be held personally liable under this Lease.
- 9.14 Modification of Lease. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by all parties hereto.
- 9.15 Capacity to Execute. The County and Operator each warrant and represent to one another that this Lease constitutes the legal, valid and binding obligation of that party.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By: _____

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Attest:

Katherine Haase, Deputy Clerk

Delux Public Charter, LLC (dba JSX)

Attest:



Alex Wilcox, Chief Executive Officer

EXHIBIT 1
Minimum Standards

EXHIBIT 2
Rules and Regulations

**GUNNISON/CRESTED BUTTE
REGIONAL AIRPORT**

MINIMUM STANDARDS

Minimum Standards for the Provision of Commercial Aeronautical
Activities at the Gunnison/Crested Butte Regional Airport

2011 REVISED

Effective Date: JULY 6, 2011

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ARTICLE ONE: POLICY AND GENERAL STANDARDS

1.1 Purpose. The purposes of these minimum standards are to:

1.1.1 Encourage the provision of high quality products, services, and facilities to Airport users;

1.1.2 Encourage the development of quality improvements at the Airport;

1.1.3 Promote health, safety, and welfare;

1.1.4 Promote the economic health of Airport businesses;

1.1.5 Promote the orderly development of Airport property; and

1.1.6 Promote the economic self-sufficiency of the Airport.

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more commercial aeronautical services or activities at the Airport.

1.2 Introduction. The Gunnison County Board of County Commissioners (the “County”) owns and operates the Gunnison/Crested Butte Regional Airport (the “Airport”). To encourage growth and development of the Airport by ensuring adequate aeronautical services and facilities for Airport users, the County has established these standards and requirements (the “Minimum Standards”) for provision of certain commercial aeronautical services at the Airport.

The following articles set forth Minimum Standards for an “Operator,” which is defined as any person or persons, partnership, company, trust corporation, or other entity based on the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards do not apply to the County itself. These Minimum Standards are not intended to be all-inclusive, as the Operator of a commercial venture based on the Airport will also be subject to applicable federal, state and local laws, codes, ordinances and/or regulations, including Airport Rules and Regulations pertaining to all such services, and to the terms of its Lease, or License to do business at the Airport, as discussed below.

Permission from the County is a prerequisite to providing any commercial aeronautical service on the Airport. Permission shall be in the form of a Commercial Use License or if Operator is an air carrier, a Airline Operating Agreement or an Affiliate Airline Operating Agreement (collectively, a “License”) and if Operator is also a tenant of the County, shall be required in addition to any written Lease establishing a tenancy on the Airport.

The provisions of the License must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Licenses, provided however, that if Operator is an air carrier, only the provisions of Sections 1.1 through 1.3, 1.7 (with the exception of subsection 1.7.4), 1.10 and 1.11 shall apply. If the specific commercial service provided is not contemplated or covered by these Minimum Standards, the person should approach the County to negotiate the terms of the required License.

The County’s obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such commercial “through the fence”

Aeronautical Activity can adversely affect the ability of the Airport to sustain itself financially, resulting in unfair competitive situations, and contribute to loss of control with respect to Airport access. Accordingly, unless authorized at the sole discretion of the County, these Minimum Standards expressly forbid “through the fence” commercial aeronautical activity.

Licenses, and Leases containing authority to conduct commercial aeronautical activities, which are in effect on the date of adoption of these Minimum Standards will remain in effect for their prescribed terms, and shall be subject to these Minimum Standards only if so provided therein. Upon renewal or expiration of any Lease or License, or upon any change in the nature or scope of any Operator’s business conducted thereunder, the Operator or Lessee shall be required to come in compliance with these Minimum Standards. No existing Operator shall engage in new or expanded activities after the adoption of these Minimum Standards, without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the County in its discretion from time to time as determined to be necessary by the County. Before these Minimum Standards are amended, a reasonable attempt shall be made to give all licensed Operators at the Airport written notice of the proposed amendments.

1.3 Statement of Policy. The County’s goal in establishing these Minimum Standards is to assure an adequate minimum level of service to aviation users, to foster competition at the Airport, put all FBOs and SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected commercial aeronautical activities, and avoid unjust or prohibited discrimination between FBOs and SASOs.

Where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum.” **All Operators will be encouraged to exceed the “minimum.” No Operator will be allowed to operate under conditions that do not meet the “minimum.”**

Contingent upon its qualification, its meeting these Minimum Standards, the execution of a License by the County, and the payment of rentals, fees and privilege for providing the service(s) selected on the Airport as specified in the License, the Operator may engage in approved commercial aeronautical activity. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of perform such activities or services on the Airport. The County reserves and retains the right to adopt and enforce any and all resolutions, ordinances, rules, codes, minimum standards and other regulatory measures pertaining to any Commercial Aeronautic Activity at the Airport. The County further reserves the right to designate the specific Airport areas, in accordance with the existing Airport Layout Plan (“ALP”), in which specific aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

1.4 Prequalification Requirements. At the time of its application, the prospective Operator shall provide the Airport Manager, in writing, the following information, and thereafter, shall provide such additional information as may be requested by the County.
(~~Commercial~~Commercial Carriers are except from this requirement,)

1.4.1 License Application. The prospective Operator must submit a completed Commercial Aeronautical Use License Application (**Attachment 3**) that provides summary information regarding the applicant and the scope of the proposed operation.

1.4.2 Intended Scope of Services. The prospective Operator(except for commercial carriers) must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation, in order to provide high-quality service. All services contemplated must meet the requirements of these Minimum Standards. That information must include, at a minimum, all of the following:

1.4.2.1 The name, address and telephone number of the applicant. If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers and directors, and owners of more than 15% of its corporate stock with the number of total shares and the number of shares owned. If the applicant is a partnership or a Limited Liability Company, it must provide the name, address, and telephone number of all partners or members.

1.4.2.2 The requested or proposed date for commencement of the service and the term of conducting the same.

1.4.2.3 The services to be offered.

1.4.2.4 The amount, size and location of any land to be leased, which must be in compliance with the Airport's current FAA-approved ALP.

1.4.2.5 The number and type(s) of aircraft to be provided/maintained (as applicable).

1.4.2.6 The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel).

1.4.2.7 The hours of proposed operation.

1.4.2.8 The types and amounts of insurance coverage to be maintained, which must meet or exceed the types and amounts as established by **Attachment 2** to these Minimum Standards, as it now exists or as it may be amended hereafter.

1.5 Financial and Managerial Responsibility and Capability. The prospective Operator (except for commercial carriers) must provide a statement, satisfactory to the County, in evidence of its financial responsibility, from a bank or trust company or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements, if any, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five years of the proposed operation. In order to avoid the potential anti-competitive effects of financial control of potential competitors, prospective Operators shall also disclose their sources and terms of financing.

Any information furnished under this section which is prominently marked on each page as "confidential" by the applicant, shall be considered proprietary and shall be kept confidential by the County to the extent permitted under the provisions of C.R.S. §24-72-201, *et seq.*, the Colorado Public Records Act.

1.6 Experience of Operator and Key Employees. The prospective Operator shall furnish the County with a statement of past experience of the Operator and its managers, supervisors and other key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

1.7 General Requirements The following standards apply to all Operators, with the exception of Subsection 1.7.4 which does not apply to air carriers. Additional standards specific to each type of operation can be found in Articles Two and Three of these Minimum Standards. For purposes of these Minimum Standards, “leased premises” may include, as appropriate, any area leased, subleased or otherwise controlled by an Operator and must be on the Airport. SASOs are encouraged to be subtenants of an FBO. However, if suitable land or improvements are not available or cannot be secured from an FBO, a SASO may (a) lease land from the Airport and request its permission to construct improvements on such land in areas designated by the Airport, or (b) lease improvements from the Airport.

1.7.1 Requirement of a Lease or License.

1.7.1.1 Before beginning operations, the prospective Operator must enter into a License, or a Lease containing License provisions (collectively herein, a “License”) with the County reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement; the rentals, fees and charges; the rights, privileges and obligations of the respective parties, and other relevant covenants. Such provisions of the License, however, will neither change nor modify the Minimum Standards, nor be construed in a way to make the License less demanding than these Standards.

1.7.1.2 Such a License shall contain all provisions required by the Federal Aviation Administration (“FAA”) as a condition of any Federal Grant to the County for the Airport. The basic terms and conditions of such License are included in Required General License Clauses attached to this document as **Attachment 1**.

1.7.1.3 While the language reflects the currently applicable federal requirements, Licenses shall include all provisions required by then-current federal law and regulations. The provisions contained in **Attachment 1** are not all-inclusive and may be amended from time to time by the County without amending these Minimum Standards.

1.7.2 Site Development Standards - Physical Facilities.

1.7.2.1 The minimum space requirements as provided in Articles Two and Three of these Minimum Standards shall be satisfied, as applicable.

1.7.2.2 All paving and building shall comply with the County and/or Airport’s then-current development and construction standards for the Airport and all applicable local building codes and requirements. The location of facilities on the Airport must comply with the current, FAA-approved ALP for the Airport. Operators providing rotary wing aircraft parking must follow AC150/5390-2A in design of the apron to be utilized for rotary wing aircraft parking. Leased premises that are used for commercial purposes and require public access shall have direct public street-side access.

1.7.2.3 If construction on leased premises, or alteration of existing or future structures on leased premises is planned, Operator shall comply with the notification and

review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required. Operator must submit FAA Forms 7460-1 and 7480-1 (if applicable) to FAA no less than 30 days prior to the commencement of such construction.

1.7.2.4 Promptly and at its own expense, Operator shall maintain the leased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition; provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted; and, replace in like kind any property damaged by Operator and/or its employees, patrons, subtenants and contractors.

1.7.3 Personnel. During all operating hours the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards, in an efficient manner for each aeronautical service being performed, and shall provide a responsible person authorized to act on its behalf to supervise its operations. A list of contacts shall be supplied to the Airport Manager including after hour's phone numbers. This list shall be updated when any change occurs.

1.7.4 Financial Surety. The Operator shall post a letter of credit in a form acceptable to the County in the amount equal to at least 10% of the annual rental established and agreed upon. This letter of credit may be waived by the County if Operator can demonstrate adequate financial means.

1.7.5 Insurance. Insurance shall be provided and paid for by the Operator in the amounts specified in Minimum Insurance Requirements (**Attachment 2**), as it may be amended by the County from time to time. Should there be any doubt about the currency of such minimum insurance requirements, the most current insurance requirements is on file with the Airport Manager. A certificate of insurance or a copy of the insurance policies involved shall be furnished to the Airport Manager by the Operator. Ten (10) days advance written notice of any change to any policy shall be given to the Airport Manager. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the requested policy, or policies, shall be licensed to do business in the State of Colorado.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are to be provided, it will not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation. However, if one of the selected services requires passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its License application.

All insurance that the Operator is required by the County to carry and keep in force shall include the County and all County personnel, officers and agents as additional insured. The Operator shall furnish evidence of its compliance with this requirement to the Airport Manager with proper certification that such insurance is in force and shall furnish additional certification as evidence of

changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction or increase. In the event of cancellation of coverages, the Operator and underwriter shall give the County ten (10) days prior notice of cancellation and all operations of Operator on the Airport shall cease.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities, if any, and/or prior to its entry upon the Airport for the conduct of its business.

The Operator shall also furnish evidence of its compliance with Colorado Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable). Lapses in insurance coverage may result in denial of access to the Airport and termination of the License.

1.7.6 Airport Access and Security. Airport access and security shall be maintained by Operator at all times in accordance with standards established and required by the Airport Manager, FAA, Transportation Security Administration (TSA) or other governmental entity. The Operator is also responsible for its employees', invitees', licensees', vendors', and agents' compliance with the Airport Security Program, as it may be established and amended from time to time.

1.7.7 Environmental Compliance. In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including, without limitation, the Storm Water Management Plan ("SWMP") and Spill Prevention, Containment and Countermeasures Plan), and generally accepted industry environmental best management practices and standards. Without limiting the generality of the foregoing provision, Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained. Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, land, or water.

Operator shall promptly notify the County of any Hazardous Material spills, releases, or other discharges by Operator at the Airport and promptly abate, remediate, and remove same. Operator shall provide the County with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with Environmental Laws by Operator at the Airport within ten (10) days after such documents are generated by or received by Operator. If Operator uses, handles, treats or stores Hazardous Materials at the Airport, Operator shall have a contract in place with an approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to County for review upon request.

The County shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials. Such inspections shall be coordinated with the Operator and scheduled during regular business hours if reasonably practical.

Operator's Hazardous Materials shall be the responsibility of Operator. Operator shall be liable for and responsible to pay all Environmental Claims that arise out of, or are caused in

whole or in part, from Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport, the violation of any Environmental Law by Operator, or the failure of Operator to comply with the terms, conditions and covenants of this section. If the County incurs any costs or expenses (including attorney, consultant and expert witness fees) arising from Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, Operator shall promptly reimburse the County for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by Operator at the Airport are the responsibility of Operator.

1.7.8 Motor Vehicles on Airport. The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. The Operator performing this service with motor vehicles driven on the Airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures, including verification of automobile insurance with the State of Colorado minimums, now in existence or as may be hereafter modified or amended. The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent or individual that the Operator allows upon the Airport's aircraft movement areas. The County reserves the right to deny access to any party or business if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

1.7.9 Other FAA Requirements. In addition to these Minimum Standards, where applicable Federal certification standards exist for a given commercial aeronautical activity, each FBO and SASO offering such activity shall provide sufficient equipment, supplies and availability of parts as required for certification by the Federal Aviation Administration.

1.7.10 Manner of Operations. Operator shall at all times provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers and users of the Airport; charge reasonable, and not unjustly discriminatory, prices for each product and service, provided that, Operator may be allowed to make reasonable and nondiscriminatory, rebates, or other similar types of price reductions to volume purchasers; and, conduct its activities on and from the Airport in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar activities from similar Airports.

1.8 Combined Operations and Subleases.

1.8.1 The County will consider reduction in minimum square footage for combined operations.

1.8.2 If an FBO or SASO desires to sublease space to another person to provide one or more Commercial Aeronautical Activities, the following conditions will apply.

1.8.2.1 The subleasing party must obtain a License from the County to operate at the Airport.

1.8.2.2 The FBO or SASO must obtain written approval from the County to sublease the space and function.

1.8.2.3 The FBO or SASO must ensure payment to the County of fees applicable to the class of services provided by the sub-lessee at the levels approved by the Airport.

1.8.2.4 FBO or SASO must carry public liability insurance in accordance with Section 1.7.5 above, and the Minimum Insurance Requirements (**Attachment 2**) for its lessee, or provide a certificate of insurance that shows the lessee and the County as additional insured, the amounts commensurate with the services provided by the sub-lessee.

1.9 Miscellaneous Aeronautical Activities. Miscellaneous Commercial Aeronautical Activities not herein provided for may be permitted on the Airport on a case-by-case basis, by making formal application to the County for approval of such activity, and upon a showing that such activities may be safely conducted at the Airport without undue interference with other permitted aeronautical activities. Reasonable terms and conditions for the privilege of engaging in these other services will be commensurate in nature and scope with the activities proposed. The County reserves the right to deny or restrict aeronautical activities at the Airport which may interfere with or create a safety hazard for other Aircraft operating at or near the Airport.

1.10 Violations. Any Operator that violates any of the provisions in these Minimum Standards will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the County shall have the right to terminate, suspend or revoke the License. Nothing in this paragraph shall prevent the County from immediately suspending a License, or taking any other immediate action when a safety related or hazardous situation exists.

1.11 Appeals. Any person who is adversely affected by a determination of the Airport Manager, to deny, terminate, suspend or revoke a License may appeal the determination to the Board of County Commissioners of Gunnison County. On appeal the determination of the Airport Manager shall be presumed to be correct.

ARTICLE TWO: FIXED BASE OPERATOR (FBO)

2.1 Statement of Concept. A Fixed Base Operator engages in providing essential and specialized aircraft services to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

2.2 Services Provided. A Fixed Base Operator (FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

2.2.1 Aircraft Line Services:

2.2.1.1 Fueling, lubricating and miscellaneous services;

2.2.1.2 Ramp parking and tie-down;

2.2.1.3 Separate crew lounge and passenger lobby facilities;

2.2.1.4 Public restrooms and telephone; Loading, unloading and towing;

2.2.1.5 Hangar storage; De-icing service; Engine preheating;

2.2.1.6 Oxygen;

2.2.1.7 Aircraft starting;

2.2.1.8 Strut and Tire inflation (with both air and nitrogen);

2.2.1.9 Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service; and

2.2.1.10 Lavatory cart service.

2.2.2 Aircraft Airframe and Engine Repair and Maintenance.

2.2.3 Flight Training.

2.2.4 Aircraft Rental.

2.2.5 Related Other Services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlight and batteries, and plotters and computers generally used by pilots for flight planning, current aeronautical weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

2.2.6 The FBO shall provide no other commercial aeronautical services or activities except as provided in its License.

A Fixed Base Operator may either provide the required Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service/Restaurant, and Catering Service directly, or by provision of an agreement with a County's approved SASO on the Airport, to provide such services. It will remain the ultimate responsibility of the FBO to ensure such services will be available.

Article Three of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its License.

2.3 Operational Minimums. An FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations, line service, and aircraft maintenance, as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 4) for any additional SASO activities provided:

2.3.1 In connection with aircraft fueling and line services:

2.3.1.1 Contracts For Delivery of Fuel. FBO shall demonstrate, to the County's satisfaction, that a reputable aviation fuel and lubricant distributor will provide the FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades, Aviation Gasoline (AVGAS, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. FBO shall also negotiate in good faith with air carriers serving the Airport, to permit storage of air carrier fuel in FBO tanks, subject to reasonable terms and conditions, including the charging of an into-aircraft service charge. In judging the reasonableness of such terms, similar agreements existing at other Airports in Colorado may be used, but need not be exclusively used, as the standard of reasonableness.

2.3.1.2 Calculation of Fuel Flowage. Aviation fuels and oils delivered to the Operator by a vendor will be considered by the County to be fuels and oils dispensed for the purpose of calculating rates or charges under its License.

2.3.1.3 Hours of Operation For Fuel Sales. Sales of fuel and lubricants, and into-plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available at a minimum 14 hours per day beginning no later than 6:00A.M. seven (7) days a week. FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two hours. If contracted to do so, FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, to enable such Aircraft to meet all turnaround times and schedules.

2.3.1.4 Minimum Equipment. FBO shall provide mobile fuel dispensing equipment, which display approved FAA marking and signage, capable of servicing, in an efficient and safe manner all types of commercial and general aviation aircraft which use the Airport. FBO shall have two (2) metered, filter equipped, refueler trucks for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped, refueler truck for dispensing AVGAS (100LL) with a capacity of at least 700 gallons. The FBO will be required to use the Airports fuel farm facility.

2.3.1.5 Individual in Charge. The individual managing the operations of the FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Gunnison/Crested Butte Regional Airport.

2.3.1.6 Safety of Fueling Operation. In conducting fuel operations, FBO shall be required to use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the County. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All FBO fueling services and systems shall be subject to inspection at any time for fire and other hazards by the Airport Manager or other representative of the County, by the State Oil Inspector and by the appropriate State and local fire agency. FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets

NFPA, National Air Transport Association (NATA), FAA and all applicable State and local standards. Further, FBO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The FBO shall have spill kits immediately available and shall maintain a spill-prevention and control plan in accordance with applicable federal, state and local laws, rules and regulations.

2.3.1.7 Fuel Quality. The FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The FBO shall maintain current fuel reports on file and shall make them available, upon written notice, to the Airport Manager or his/her designee, for inspection and auditing. Fueling service by the FBO shall be in full compliance with federal, state and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association, Specification 103 (“ATA 103”), including proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

2.3.1.8 Additional line services. Servicing of aircraft shall include generally expected services, such as cleaning of the interior and exterior of aircraft and catering. FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

2.3.1.9 Waste disposal. FBO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

2.3.1.10 Disabled Accident Removal. FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel trained and have access to equipment or be able to arrange for the equipment and/or services required to remove damaged aircraft from the AOA movement areas. The FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

2.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO’s leased premises. The FBO Operator shall have at least one (1) tug capable of towing up to 50,000 pound aircraft, or the largest corporate aircraft that regularly uses FBO services on a monthly basis, whichever is greater. Operator shall have at least one ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) potable water cart, and adequate ground transportation vehicles capable of transporting passengers between the FBO and the aircraft ramp. The FBO Operator shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

2.3.1.12 Rates and Charges. The FBO's rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the FBO. Such rates or charges shall be fair and reasonable, and shall be equally and fairly applied to all users of the services, without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Airport Manager.

2.3.1.13 Aircraft Tie-downs. FBO shall provide adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period.

2.3.1.14 Employee Training. FBO shall provide properly trained personnel to perform all activities which the FBO is required to perform under these Minimum Standards and its License. Personnel while on duty shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

2.3.1.15 Hangar Storage. FBO shall provide suitable hangar storage facilities constructed in accordance with County building and construction standards, all applicable state and fire codes.

2.3.2 In connection with aircraft airframe and engine repair and maintenance, the FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Three of these Minimum Standards.

2.3.3 In connection with flight training and aircraft rental, the FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Three of these Minimum Standards.

2.4 Facility Requirements. Minimum land and improvements required for FBO's shall be as follows:

2.4.1 The minimum land to be leased for an FBO shall be five (5) acres (217, 800 square feet), including no less than 140,000 square feet of paved ramp space, capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.

2.4.2 Building improvements shall be permanent in nature, shall contain at least 20,000 square feet for total FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. At a minimum, 4,000 square feet of building area shall contain crew and passenger lounge facilities, clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. Each FBO shall provide at least one heated clear span hangar containing 14,000 square feet and shall provide additional hangar space as needed and approved by the Airport.

Asphalt or concrete paved surface, on-site automobile parking space shall be provided in compliance with parking standards and requirements of the County Land Use Regulations as amended from time to time and ADA requirements. Proper signage shall also be installed.

2.4.3 All paving and buildings shall comply with the then current County building, development and construction standards and shall be approved in writing by the County before construction begins.

2.4.4 Upon completion of construction, FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

ARTICLE THREE: SPECIALIZED AVIATION SERVICES OPERATOR (SASO)

3.1 Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propellers, Instruments, Accessories, etc.)

3.1.1 Statement of Concept. This category of SASO provides specialized commercial aircraft repair services capable of providing an FAA certified shop, or a combination of shops for the repair and installation of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This SASO may furnish one, or if desired, any combination of these services. This category includes sale of new and/or used aircraft radios, propellers, instruments and accessories.

3.1.2 Minimum Standards.

3.1.2.1 This SASO shall lease or sublease an area, existing or adequate to erect a building providing, a minimum of 2,500 square feet of floor space to hangar at least one (1) aircraft, to house all equipment and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated all EPA regulations need to be addressed relative to the painting operation, the SASO shall provide a separate paint shop that meets all applicable safety requirements. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area, and sufficient to accommodate the SASO's services, shall be provided.

3.1.2.2 This SASO shall maintain, as necessary, the repair station certificates as required by the FAA, which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station.

3.1.2.3 This SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

3.1.2.4 This SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA radio, instrument or propeller repairmen), in such numbers as are required to provide services in an efficient manner.

3.2 Specialized Commercial Flying Services SASO.

3.2.1 Statement of Concept. This category of SASO engages in specialized commercial flying services for hire, for the purpose of providing the use of aircraft for any of the services listed below:

3.2.1.1 Crop dusting, seeding, or spraying;

3.2.1.2 Aerial photography or survey;

3.2.1.3 Power line, underground cable or pipeline patrol;

3.2.1.4 Fire fighting; or

3.2.1.5 Any operations, other than sightseeing, specifically excluded from Part 135 of the Federal Aviation Regulations.

3.2.2 Minimum Standards.

3.2.2.1 In case of crop dusting, aerial application or other commercial use of chemicals, this SASO shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. This area must be built and operated in full compliance with all applicable federal, state and local laws and regulations, specifically including but not limited to the USEPA, Colorado Department of Public Health and Environment and the County regulations governing such activities. SASO shall also provide for the safe storage and containment of all chemical materials. Such facilities will be in a location designated by the County on the Airport, which will provide the greatest safeguard to the public. Material Safety Data Sheets (MSDS) are required to be onsite and two copies shall be provided to the Airport Manager. This SASO shall provide tank trucks for the handling of liquid spray and mixing liquids and aircraft suitably equipped for agricultural operations, and shall take all safeguards against spillage on runways or taxiways or dispersal by wind to any area of the Airport.

3.2.2.2 This SASO shall provide and have based on its leasehold, either owned or under written lease to the SASO, not less than one (1) airworthy aircraft suitably equipped for, and meeting all the requirements of the FAA with respect to the type of operation to be performed

3.2.3 This SASO must provide, by means of an on or off-Airport office or a telephone, a point of contact for the public desiring to utilize SASO's services.

3.2.4 This SASO shall have in its employ trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

3.3 Flight Training SASO.

3.3.1 Statement of Concept. This category of SASO engages in commercial flight training, instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.

3.3.2 Minimum Standards.

3.3.2.1 The SASO must lease at least one aircraft tie-down or own or lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, they must provide at least 150-square feet of properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and or shared with other Airport-approved SASOs.

3.3.2.2 If this SASO prefers to build a hangar for aircraft storage, the SASO shall lease or sublease an area adequate to erect a building or buildings containing a minimum of 2,500 square feet to provide for aircraft storage, and space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface, to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations, shall also be provided.

3.3.2.3 This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.

3.3.2.4 The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.

3.3.2.5 This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

3.4 Aircraft Sales SASO (New and/or Used).

3.4.1 Statement of Concept. This category of SASO engages in commercial aircraft sales of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and providing such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

3.4.2 Minimum Standards.

3.4.2.1 This SASO shall provide at least 150-square feet. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other Airport-approved Operators. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron, all within the leased area and sufficient to accommodate this SASO's services and operations, shall also be provided.

3.4.2.2 This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory, or

availability within 24 hours or less, of spare parts for the type of new aircraft for which sales privileges are granted.

3.4.2.3 This SASO shall have its services available on a basis consistent with its franchise agreement.

3.5 Aircraft Airframe and Engine Repair and Maintenance SASO.

3.5.1 Statement of Concept. This category of SASO engages in commercial aircraft airframe and engine repair and maintenance, providing one (or a combination of) airframe and power plant repair services, with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories.

3.5.2 Minimum Standards.

3.5.2.1 This SASO shall lease or sublease an area existing or adequate to erect a building providing at least 2,500 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation and a paved aircraft apron, all within the leased area sufficient to accommodate the SASO's services and operations, shall be provided.

3.5.2.2 This SASO shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.

3.5.2.3 This SASO shall have its services available eight (8) hours per day five (5) days per week.

3.5.2.4 This SASO shall have in its employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with rating appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

3.6 Aircraft Rental SASO.

3.6.1 Statement of Concept. This category of SASO engages in the commercial rental of aircraft to the public.

3.6.2 Minimum Standards.

3.6.2.1 This SASO must lease at least one (1) aircraft tie-down, or own or lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, this SASO shall provide at least 150-square feet. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other Airport-approved SASO's. Paved automobile parking or other acceptable all weather surface, to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area and sufficient to accommodate this SASO's services and operations, shall also be provided.

3.6.2.2 This SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

3.6.2.3 This SASO shall have its service available eight (8) hours per day seven (7) days per week.

3.6.2.4 This SASO shall have available trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

3.7 Aircraft Charter, Air Taxi Service, Sightseeing and Aircraft Management SASO.

3.7.1 Statement of Concept. This category of SASO engages in either (a) aircraft charter and air taxi operations by providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time, (b) nonstop sightseeing flights that begin and end at the Airport, or (c) management of aircraft for aircraft owners.

3.7.2 Minimum Standards.

3.7.2.1 This SASO shall lease or sublease an area existing or adequate to provide for aircraft storage, including an area to erect a hangar containing not less than 2,500 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron the leased area and sufficient to accommodate this SASO's services and operations shall also be provided.

3.7.2.2 This SASO shall have available for hire, either owned or under written lease to SASO, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions, or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

3.7.2.3 This SASO shall have its services available eight (8) hours per day, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

3.7.2.4 This SASO shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner and otherwise appropriately rated to permit the flight services offered by this SASO. This SASO shall have available sufficient qualified operating crews and satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging for suitable ground transportation. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

3.7.2.5 Non-scheduled Air Taxi and aircraft management companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

3.8 Flying Club SASO.

3.8.1 Statement of Concept. This category of SASO is for the purpose of fostering and promoting flying for pleasure, developing skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation requirements and techniques. All flying clubs desiring to base their aircraft and operate at the Airport must comply with these requirements.

3.8.2 Minimum Standards.

3.8.2.1 This SASO shall be a registered not for profit or non-profit corporation, association or other entity organized for the primary purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). Flying Club SASOs may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

3.8.2.2 This SASO may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aeronautical activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.

3.8.2.3 Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.

3.8.2.4 Any qualified mechanic and/or flight instructor, who is a registered member and part owner of the aircraft owned and operated by the flying club SASO, shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.

3.8.2.5 All Flying Club SASOs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment. Nothing in this paragraph is intended to prohibit occasional events or activities intended to raise funds for the operation of the club, which if conducted on the Airport, have the prior approval of the Airport Manager.

3.8.2.6 A Flying Club SASO shall abide by and comply with all applicable federal, state and local laws, ordinances, regulations, the Rules and Regulations of the Airport, and these Minimum Standards.

3.8.2.7 This SASO, with its request for a License, shall furnish the County with a copy of its by-laws, articles of incorporation/association, or other documentation supporting its existence.

3.8.2.8 Flying Club SASOs, upon request by the County, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft. Such request shall be made by the County upon reasonable cause.

3.9 Commercial Hangar Operator (SASO).

3.9.1 Statement of Concept. This category of SASO is for an entity which owns or leases a hangar structure(s) for the purpose of leasing or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial Aeronautical Activities.

3.9.2 Minimum Standards.

3.9.2.1 This SASO may use its premises for the purpose of (1) the SASO's own use, primarily for its Aircraft and/or equipment, and (2) the leasing or subleasing of hangar and associated office and shop space, which can be used for approved commercial or non-commercial Aeronautical Activities.

3.9.2.2 A SASO engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved tenants. All required improvements including, but not limited to, apron/paved tie-down, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land or adjacent land that is determined by the Airport Manager to adequately meet the requirements. Apron/paved tie-down shall be equal to one times the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging and parking of aircraft.

3.10 Temporary Specialized Aviation Service Operator (SASO).

3.10.1 Statement of Concept. Aircraft operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training of their pilots. When assistance is not available on the Airport through an existing approved Operator due to either the specialized nature of the maintenance and/or flight training requirements, the Airport Manager may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

3.10.2 Minimum Standards. This SASO shall conduct Activity on and from the premises of the Aircraft operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

3.10.2.1 The Aircraft operator must submit a request to the Airport Manager on behalf of this SASO, which shall then obtain a 30-day temporary License from the Airport Manager prior to engaging in activity on the Airport. This SASO must meet those requirements of these Minimum Standards which the Airport Manager deems reasonable under the circumstances, including insurance requirements applicable to the type of service being provided.

3.10.2.2 Aircraft operators requiring after-hour or weekend service by a Temporary SASO must notice the Airport Manager prior to the Temporary SASO engaging in activities on the Airport.

3.10.2.3 Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations by the Temporary SASO while on the Airport.

3.10.2.4 The Temporary SASO shall have and provide to the Airport Manager evidence of all federal, state and local licenses and certificates that are required for the services to be provided on the Airport.

ATTACHMENT 1 TO MINIMUM STANDARDS

Required General License Clauses

1. Premises to be operated for use and benefit of the public

The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

- a. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- b. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- c. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- d. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- e. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23,

Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the County or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the County shall have the right to terminate this License and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

The County reserves the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the County agrees to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. County's Right to Maintain the Airport

The County reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Airport.

8. Airport Obstructions or Other Hazards

The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of

any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the County's sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the County, the Operator shall indemnify the County for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Colorado, the County, any applicable special district, and the sewage operator.

12. Indemnification

- a. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold the County, its officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs,

and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the County. Operator shall use counsel reasonably acceptable to the County in carrying out its obligations hereunder.

b. County shall give Operator reasonable notice of any claims or actions against the County, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the County by the U.S. Government, Operator will reimburse County for all expenses, including attorney fees, incurred by the County in defending against the civil penalty action and for any civil penalty or settlement amount paid by the County as a result of such incursion or breach of airfield or sterile area security. County shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA Part 1544, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

a. Any official representative of the County may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the County.

b. Further, any official representative of the County may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, or the like to the Airport Manager for any leased premises of Operator on the Airport, or accept responsibility and hold County harmless for possible damage to such leased premises as a result of a forced entry by County representatives in responding to an emergency.

14. Termination

Upon the expiration or other termination of this License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

15. Assignment

All covenants, stipulations and provisions in this License shall extend to and bind the Operator's legal representatives, successors and assigns.

This License may not be assigned, without the prior written consent of the County, which shall be exercised in the County's sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the County, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the County's written consent.

As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Operator, (iii) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation of this Article, such assignment shall be void and this License shall thereupon automatically terminate. County's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

This License shall be subordinate to the provisions and requirements of any existing or future agreement between County, the State of Colorado, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

17. Taxes Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized governmental agency, with respect to its operations on and from the Airport, its property used in such operations, and its possessory interests, if any.

ATTACHMENT 2
Minimum Insurance Requirements
Gunnison/Crested Butte Regional Airport
for Commercial Aeronautical Activities

***Note:** In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the County under the **Colorado Governmental Immunity Act**, (Sec. 24-10-101-et sec.C.R.S.) whichever is greater.*

Fixed Base Operator (FBO)

Aircraft Liability - \$5,000,000 per occurrence combined single limit for bodily injury and property damage including passengers.

Comprehensive Public Liability and Property Damage (Premises) - \$5,000,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 per occurrence.

Products & Completed Operations Liability - \$5,000,000 per occurrence.

Environmental Liability - \$1,000,000

Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propeller, Instruments, Accessories, etc.)

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$600,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Specialized Commercial Flying Services SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury, a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Flight Training SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Sales SASO (New and/or Used)

Aircraft Liability - \$2,000,000 per occurrence combined single limit for bodily injury and property damage with respect only to passenger bodily injury, a minimum of \$100,000 each person.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$1,000,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Airframe & Engine Repair & Maintenance SASO

Premises Liability (hangar operation) - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$600,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Rental SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Air Charter & Air Taxi SASO

Aircraft Liability Per Occurrence – combined single limit for bodily injury and property damage with respect only to passenger bodily injury and property damage, based on passenger seating capacity as follows:

<u>Seating Capacity</u>	<u>Amount</u>
1-4 passengers	\$2,000,000
5-9 passengers	\$5,000,000
10 & over	\$15,000,000

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Flying Club SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Multiple Commercial Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

Air Carrier

Aircraft Liability Per Occurrence – combined single limit for bodily injury and property damage based on passenger seating capacity as follows:

<u>Seating Capacity</u>	<u>Amount</u>
1-19 passengers	\$20,000,000
20-59 passengers	\$50,000,000
60-99 passengers	\$100,000,000
100+ passengers	\$150,000,000

The above insurance limits shall be determined by the capacity in passenger seats of the largest aircraft that services Airport in the airline's fleet.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Hangars Keepers Liability – If applicable, while in care, custody and control \$5,000,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

ATTACHMENT 3

Application For Business License

Gunnison/Crested Butte Regional Airport

-
1. **BUSINESS NAME:** _____
ADDRESS: _____
PHONE: _____ **FAX:** _____
 2. **RESPONSIBLE PARTY OR PRINCIPALS & OWNERSHIP PERCENTAGE:**

(Use additional sheet if necessary to completely answer.)
 3. **BUSINESS LICENSE REQUESTED** (Category from Minimum Standards):
 4. **DESCRIPTION OF SERVICES IN DETAIL** (Attach Additional Sheets If Necessary):
 5. **DESCRIPTION OF FACILITY** (Include Size, Type Building, Intent to Lease or Build):
 6. **PROPOSED DATE OF COMMENCEMENT OF BUSINESS:**

BUSINESS NAME: _____
 7. **NUMBER OF EMPLOYEES/NEW JOBS CREATED:** _____
 8. **ANTICIPATED SALARY RANGES OF EMPLOYEES:** _____
 9. **NAMES AND QUALIFICATIONS OF KEY PERSONNEL:**
 10. **PROPOSED HOURS OF OPERATION:**

8. **FAA CERTIFICATES & LICENSES HELD FOR PROPOSED ACTIVITIES**

(Include Type Certificate and Certificate Number):

9. **INSURANCE** (List All Insurance Coverage Applicable and Limits of Liability. Must Meet Minimum Insurance Requirements Contained In Minimum Standards):

10. **Is Gunnison County named as an Additional Insured?**

YES _____ **NO** _____

11. **ATTACHMENTS:**

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- a. Corporate Financial Statements
- b. Banking References
- c. Personal Financial Statements for Previous Two (2) Years (If a family owned business or no previous corporate financial history available, or at the discretion of the Authority).

All commercial activities conducted on the Gunnison/Crested Butte Regional Airport require an approved Business License.

All questions and comments should be directed to the Airport Manager.

General Definitions. The general definitions contained in the annexed Exhibit _4__ are hereby incorporated by reference in these Minimum Standards.

1. COMMON DEFINITIONS.

The following definitions are applicable to these Minimum Standards adopted for or by the Gunnison/Crested Butte Regional Airport. These definitions shall apply to these terms whenever used in the Minimum Standards, unless expressly defined differently therein, whether or not the terms are capitalized.

1.1 Aeronautical Activity . Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered “Commercial Aeronautical Activities” within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft maintenance, sale of Aircraft parts, and any other activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

1.2 Aircraft. Means any airplane, helicopter, flying machine, balloon, parachute, glider or any contrivance now known or hereafter invented, used or designed for air navigation or flight.

1.3 Air Operations Area (AOA). A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

1.4 Aircraft Maintenance. Means the repair, adjustment, or inspection of Aircraft. “Major Repairs” means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

1.5 Airframe and Powerplant Mechanic (A&P Mechanic). A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

1.6 Airport. The property and facilities known as the "Gunnison/Crested Butte Regional Airport," including any property which may be acquired or leased by the County to serve as part thereof, including the passenger terminal facility.

1.7 Airport Manager. Means the person responsible for administration and operation of the Airport, and that person's designees.

1.8 Airport Layout Plan (ALP). The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

1.9 ATC. Air traffic control.

1.10 Apron. Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.

1.11 Based Aircraft. Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.

1.12 Building. The main portion if each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

1.13 County. The County of Gunnison, State of Colorado.

1.14 CFR. Code of Federal Regulations.

1.15 Commercial. That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. Commercial activities include the sale, offering for sale, rental or furnishing of any commodity, article, facility or space, or the provision of any service for compensation of any type, whether the same occurs in whole or part on the Airport.

1.16 Courtesy Vehicle. Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

1.17 DHS. Department of Homeland Security of the United States government.

1.18 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

1.19 Environmental Laws. Any and all laws, rules, regulations, regulatory agency guidance's and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

1.20 Extremely Hazardous Substances. Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.

1.21 FAA. Federal Aviation Administration of the United States government.

1.22 FAR Part 135 Aircraft Charter. An Operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.

1.23 Fixed Base Operator (FBO). Means an Operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required under Article Two of the Minimum Standards, or may be authorized under a Lease or License with the County.

1.24 Fire Code. The version of the Fire Code adopted by the County from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, ____ Edition.

1.25 Flying Club. A non-profit Operator organized for the primary purpose of providing its members with one or more Aircraft for the members' personal use and enjoyment only.

1.26 Fuel Handling. The transporting, delivering, fueling, or draining of fuel or fuel waste products.

1.27 Hazardous Materials. Means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos; (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

1.28 Improvements. All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above

any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards.

1.29 Landing. All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.

1.30 Large Aircraft. An Aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW).

1.31 Lease. A contractual agreement between the County and a Person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

1.32 License. A contractual agreement between the County and a Person, granting a concession or otherwise authorizing the conduct of a Commercial activity on the Airport, which is in writing and enforceable by law. A License may be a stand-alone documents, or may be combined with a Lease into one document.

1.33 Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

1.34 Model Aircraft. Model rockets, free flying model airplanes, model helicopters, model dirigibles or any similar model devices, whether or not radio controlled. Model Aircraft does not include model aircraft which are attached to the operator by rope, wire or other physical wire-type attachment used to guide the model in a circular flight pattern.

1.35 Movement Area. Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that Aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

1.36 National Fire Protection Association (NFPA). All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

1.37 Non-Commercial. Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

1.38 Non-Movement Area. Taxilanes, aprons and other areas not defined as Movement Areas as shown on the ALP.

1.39 Operator. Means any Person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self

Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as Operators, per se.

1.40 Person. Any individual, sole proprietorship, corporation, limited liability entity, partnership, trust, estate or other form of entity.

1.41 Principals. For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

1.42 Ramp. A paved area suitable for Aircraft parking.

1.43 Repair Facility. A facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

1.44 Refueling Vehicle. Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

1.45 Regulatory Measures. Federal, state, county, local, Airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

1.46 Release. Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

1.47 Restricted Area. Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.

1.48 Scheduled Air Carrier. Any Operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an Airport Use Agreement, and are not subject to the requirements of the Minimum Standards.

1.49 Run-up. Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.

1.50 Security Identification Display Area (SIDA). An area of the Airport identified in the Airport Security Plan as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.

1.51 Specialized Aviation Service Operator (SASO). Means an Operator that provides any one of the services listed in Article Three of the Minimum Standards. The following are not included within this definition.

1.51.1 Employees of Aircraft Owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

1.51.2 Services authorized by a Commercial Aeronautical Activity within its hangar facilities for Aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the County.

1.52 Sterile Area. That portion of the Airport that provides passengers access to boarding Aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

1.53 Sublease. A lease granted by an Airport lessee to another entity of all or part of the property leased from the County, where on a sole or joint lease basis.

1.54 Taxilane. The portion of the airport used for Aircraft access between taxiways, hangars, and aprons as shown on the ALP.

1.55 Taxiway. A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

1.56 Terminal Area. The passenger terminal proper, Aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled Air Carriers.

1.57 Tie-Down. The area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable tie-down points have been located.

1.58 Through the Fence or Off-Airport Access. Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the County.

1.59 Toxic Chemicals. Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

1.60 Transient Aircraft. Any Aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

1.61 TSA. Transportation Security Administration.

1.62 Vehicle Service Road or Perimeter Roadway. A designated roadway for vehicles in a non-movement area as shown on the ALP.

Rules and Regulations

Gunnison/Crested Butte Regional Airport

REVISED : JULY 6, 2011

**Board of County Commissioners
Gunnison, Colorado**

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1. COMMON DEFINITIONS.

The following definitions are applicable to these Rules and Regulations, the Minimum Standards and policies adopted for or by the Gunnison/Crested Butte Regional Airport. These definitions shall apply to these terms whenever used in these documents, unless expressly defined differently therein, whether or not the terms are capitalized.

1.1 Aeronautical Activity. Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities" within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft maintenance, sale of Aircraft parts, and any other activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

1.2 Aircraft. Means any airplane, helicopter, flying machine, balloon, parachute, glider or any contrivance now known or hereafter invented, used or designed for air navigation or flight.

1.3 Air Operations Area (AOA). A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

1.4 Airport Operations. Those County employees who are designated by the Airport Manager to oversee activities on the AOA.

1.5 Aircraft Maintenance. Means the repair, adjustment, or inspection of Aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

1.6 Airframe and Powerplant Mechanic (A&P Mechanic). A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

1.7 Airport. The property and facilities known as the "Gunnison/Crested Butte Regional Airport," including any property which may be acquired or leased by the County to serve as part thereof, including the passenger terminal facility.

1.8 Airport Manager. Means the person responsible for administration and operation of the Airport, and that person's designees.

1.9 Airport Layout Plan (ALP). The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

1.10 ATC. Air traffic control.

1.11 Apron. Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.

1.12 Based Aircraft. Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.

1.13 Building. The main portion if each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

1.14 County. The County of Gunnison, Colorado.

1.15 CFR. Code of Federal Regulations.

1.16 Commercial. That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. Commercial activities include the sale, offering for sale, rental or furnishing of any commodity, article, facility or space, or the provision of any service for compensation of any type, whether the same occurs in whole or part on the Airport.

1.17 Courtesy Vehicle. Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

1.18 DHS. Department of Homeland Security of the United States government.

1.19 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

1.20 Environmental Laws. Any and all laws, rules, regulations, regulatory agency guidance's and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

1.21 Extremely Hazardous Substances. Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.

1.22 FAA. Federal Aviation Administration of the United States government.

1.23 FAR Part 135 Aircraft Charter. An Operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.

1.24 Fixed Base Operator (FBO). Means an Operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required by Minimum Standards, or may be authorized under a Lease or License.

1.25 Flying Club. A non-profit Operator organized for the primary purpose of providing its members with one or more Aircraft for the members' personal use and enjoyment only.

1.26 Fuel Handling. The transporting, delivering, fueling, or draining of fuel or fuel waste products.

1.27 Hazardous Materials. Means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos; (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

1.28 Improvements. All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards.

1.29 Landing. All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.

1.30 Large Aircraft. An Aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW).

1.31 Lease. A contractual agreement between the County and a Person, granting the use of a defined ground or building area on the Airport for a term of years, and establishing conditions for its use.

1.32 License. A contractual agreement between the County and a Person, granting a concession or otherwise authorizing the conduct of a Commercial activity on the Airport, which is in writing and enforceable by law. A License may be a stand-alone documents or may be combined with a Lease into one document.

1.33 Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

1.34 Model Aircraft. Model rockets, free-flying model airplanes, model helicopters, model dirigibles or any similar model devices, whether or not radio controlled. Model Aircraft does not include model aircraft which are attached to the operator by rope, wire or other physical wire-type attachment used to guide the model in a circular flight pattern.

1.35 Movement Area. Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that Aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

1.36 National Fire Protection Association (NFPA). All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

1.37 Non-Commercial. Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

1.38 Non-Movement Area. Taxilanes, aprons and other areas not defined as Movement Areas as shown on the ALP.

1.39 Operator. Means any Person based on or conducting business at the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as Operators, per se.

1.40 Person. Any individual, sole proprietorship, corporation, limited liability entity, partnership, trust, estate or other form of entity.

1.41 Principals. For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

1.42 Ramp. A paved area suitable for Aircraft parking.

1.43 Repair Facility. A facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

1.44 Refueling Vehicle. Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

1.45 Regulatory Measures. Federal, state, county, local, Airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

1.46 Release. Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

1.47 Restricted Area. Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.

1.48 Scheduled Air Carrier. Any Operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall also be governed by the terms of an Airport Use Agreement, and are subject to the requirements of the Minimum Standards.

1.49 Run-up. Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.

1.50 Security Identification Display Area (SIDA). An area of the Airport identified in the Airport Security Plan as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.

1.51 Specialized Aviation Service Operator (SASO). Means an Operator that provides any one of the services listed in Article Four of the Minimum Standards. The following are not included within this definition.

1.51.1 Employees of Aircraft Owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the

employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

1.51.2 Services authorized by a Commercial Aeronautical Activity within its hangar facilities for Aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the County.

1.52 Sterile Area. That portion of the Airport that provides passengers access to boarding Aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

1.53 Sublease. A lease granted by an Airport lessee to another entity of all or part of the property or space leased from the County, where on a sole or joint lease basis.

1.54 Taxilane. The portion of the Airport used for Aircraft access between taxiways, hangars, and aprons as shown on the ALP.

1.55 Taxiway. A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding the runway) as shown on the ALP.

1.56 Terminal Area. The passenger terminal proper, Aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled Air Carriers.

1.57 Tie-Down. The area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable tie-down points have been located.

1.58 Through the Fence or Off-Airport Access. Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the County.

1.59 Toxic Chemicals. Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

1.60 Transient Aircraft. Any Aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

1.61 TSA. United States Transportation Security Administration.

1.62 Vehicle Service Road or Perimeter Roadway. A designated roadway for vehicles in a non-movement area as shown on the ALP.

2. INTRODUCTION.

2.1 Purpose. These Rules and Regulations, and any amendments thereto (the “Rules”), are adopted under authority of C.R.S. §41-4-106 and §18-9-117(1). They are designed to protect the public health, safety, interest, and general welfare at the Airport and to restrict or prevent any activity which would interfere with the safe, orderly and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License or Permit with the County or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport. Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement.

2.3.1 The Airport Manager may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule or regulation of the federal government or the State of Colorado, and may deny use of the Airport and its facilities to any such person if it is determined by the Airport Manager that such denial is in the public interest.

2.3.2 Section 18-9-117 of the Colorado Revised Statutes makes it unlawful for any person to violate certain of these Rules and provides penalties for violation of such rules.

2.4 Variance or Waiver. Upon written request, the Airport Manager may vary from the provisions of these Rules at any time when circumstances demonstrate that it is in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist. Variances are only in effect when reduced to writing.

2.5 Administrative Review and Court Proceedings.

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the County, or on behalf of the County by the Airport Manager, to deny, suspend, terminate or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the County Manager for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the

provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The County Manager may hold a hearing on the petition, in his sole discretion, may designate an officer or employee of the County as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the County Manager, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the County Manager or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the County Manager. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the County Manager.

2.5.5 After hearing, or consideration of such additional submittals as they may permit or require, the County Manager or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the County and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the County. A request for reconsideration of the determination may be made, by the petitioner or the Airport Manager, if filed with the County Manager within fifteen (15) days of the date of determination, in which case the County Manager shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the County upon the date the County Manager rules on the request for reconsideration.

2.5.6 The District Court of the Seventh Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the County Manager or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. GENERAL RULES AND REGULATIONS.

3.1 Abandoned, Derelict or Lost Property. Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to Airport Operations. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents. In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Airport Manager, in addition to other appropriate notifications.

3.3 Animals. Domestic pets and animals, except animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Airport Operations, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 Commercial Activities. Commercial activity of any kind on the Airport requires the express written permission of the County through a specifically authorized Lease, sublease, License, permit or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

3.5 Compliance with Regulatory Measures. All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.6 Fire/Open Flames. Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance. Burn permits may be issued in the discretion of the Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities.

3.7 General Conduct. No Person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, if any, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited, except with approval of the Airport Manager. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner

offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.8 Hazardous Materials. No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Material Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special Waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Airport Manager. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during Aircraft preflight inspection.

3.9 Hazardous Material Spills. Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the Fire Department personnel. At the discretion of the Hazardous Materials Team, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the Hazardous Materials Team with required documentation of proper disposal. Any costs incurred by the Airport in such instances shall be reimbursable to the County by the Person responsible for the spill.

3.10 Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Airport Manager or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.11 Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Airport Manager and in compliance with air quality regulations, the Fire Code, and the Airport's Storm Water Management Plan (SWMP).

3.12 Preservation of Property. No Person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport, except with the consent of the owner or operator thereof. Any Person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to Airport Operations and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

3.13 Signage/Advertisements. Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport Manager may designate. No signage may be installed on the Airport without the prior written approval of the Airport Manager.

3.14 Solicitation, Picketing, and/or Demonstrations. The Airport Manager is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable time, place and manner guidelines for the exercise of such First Amendment rights. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies as may be adopted by the Airport Manager.

3.15 Sound Amplifying Devices. Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Airport Manager is given prior to their installation and use.

3.16 Special Events. Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, license, operating agreement or permit with the Airport Manager.

3.17 Through-the-Fence Activities. All "Through-the-Fence" activities may be conducted only in accordance with written Permit with the County. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport's Minimum Standards.

3.18 Trash and Other Waste Containers. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized.

Tenants, Operators and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.19 Use of Roadways and Walkways. No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic, or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.20 Buildings and Remodeling. It shall be unlawful for any person, other than the County, to construct, reconstruct or remodel any Building or other Improvement on the Airport without first obtaining a permit from the County, pursuant to the Airport's Development Standards and applicable building and other codes when applicable.

3.21 Notification by Airlines. Airline shall promptly notify the County of any anticipated delays on arrivals or departures greater than one-half hour. Failure to so notify the County of any delays shall result in additional rent payable by Airline in the amount of \$250 per hour, pro-rated on 15-minutes intervals. Such additional rent is not a penalty, but is the agreed estimated value of additional County services provided with respect to scheduled arrivals and/or departures should the County not be informed of delayed.

4. SECURITY AND SAFETY.

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas. Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Airport Manager or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access to certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secure area.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to Airport Operations. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Gunnison Dispatch and Airport Operations.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, waist or higher, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Airport Manager of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges.

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Airport Manager and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide Airport Operations the proper identification;

complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.2.4 Sterile Area. Any persons desiring to enter a sterile area are subject to security screening.

4.3 Security Access. All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from Airport Operations. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.3.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.3.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Airport Operations and the Gunnison Dispatch.

4.3.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.3.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. AIRCRAFT RULES AND REGULATIONS.

5.1 Accidents or Incidents.

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager. Once authorization to remove the Aircraft has been issued, the Aircraft operator

shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

5.2 Aircraft Assembly. Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Airport Manager.

5.3 Aircraft Cleaning. Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the Airport's Storm Water Management Plan, a copy of which is on file with the Airport Manager and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility or fueling operation.

5.4 Aircraft Maintenance and Repair. Aircraft maintenance and repair is permitted only in areas designated by the Airport Manager.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Airport Manager.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Airport Manager.

5.5 Aircraft Operations.

5.5.1 When required by the FAA for the type of Aircraft operated, the operator of any Aircraft shall hold a currently valid airman certificate with appropriate airman rating record issued by the FAA. Aircraft shall carry FAA issued and currently effective aircraft registration certificate, aircraft worthiness certificate, and aircraft operation record, when required by FAA for the type of Aircraft involved.

5.5.2 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

5.5.3 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Airport Manager.

5.5.4 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.5 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Airport Manager.

5.5.6 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.7 Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another Aircraft, an Aircraft refueling operation, an Aircraft refueling vehicle, or a fuel storage facility.

5.5.8 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.9 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons.

5.5.10 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.11 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Airport Manager. Aircraft operators shall not

land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage.

5.6.1 No FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by Airport Operations.

5.6.5 Upon request of Airport Operations, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by Airport Operations. In the event the Aircraft operator refuses, is unable or unavailable, Airport Operations may move the Aircraft to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness. No Aircraft shall remain on the Airport, and outside a hangar, in excess of 90 days unless such Aircraft is registered by FAA, certificated and in airworthy condition.

5.8 Engine Run-Ups. Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Landing and Take-Off Operations For Fixed Wing Aircraft. Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.10 Passengers and Cargo. Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.11 Helicopter Operations.

5.11.1 All helicopters at the Airport shall take-off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.11.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.11.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

5.11.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the Airport Manager.

5.12 Specialized Aeronautical Activities.

5.12.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.12.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motor-less Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Airport Manager. Approval may be granted by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.13 Model Aircraft. Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over or from the Airport.

6. MOTOR VEHICLE RULES AND REGULATIONS.

6.1 Air Operations Area (AOA).

6.1.1 All vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall attend and pass the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 Airport Operations may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skate boarding, and the recreational use of bicycles is not permitted.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area.

6.2.1 No vehicles except Airport vehicles, FBO refuelers, or emergency vehicles are permitted on runways, taxiways, and taxilanes.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the UNICOM before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one-hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 to 122.00 db), have a beacon or checker flag, valid ID and a reason for being in the movement area. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with UNICOM. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing.

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within four (4) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers and other vehicles may not be parked or stored on Airport property for longer than 72 hours, unless (a) parked in the passenger terminal parking lot, with payment had been made in advance, (b) written permission of the Airport Manager has been first obtained or (c) pursuant to a written agreement or lease with the County.

6.5 Vehicle Licensing and Equipment.

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance. Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in

an agreement with the Airport Manager, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Airport Manager.

6.7 Vehicle Operations. The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

7. FACILITIES RULES AND REGULATIONS. The following shall apply to all property and Buildings on the Airport, under a lease, sublease or otherwise:

7.1 Compressed Gases.

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention.

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.3 Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Fire Marshall.

7.4 Storage of Materials and Equipment. No person shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Airport Manager.

7.5 Telecommunications. No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the Airport Manager has provided notice in writing.

8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

8.1 Permit. Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit with the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices.

8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, "Aircraft Fuel Storage, Handling and Dispensing on

Airports,” the “Fuel Handling Safety Guidance” issued by the Northwest Mountain Region of the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Airport for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Control and Counter Measures, and file a copy with the Airport Manager.

8.3 Equipment.

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum,

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Airport Manager.

8.4 Fuel Flowage Fees.

8.4.1 A fuel flowage fee is payable to the Airport, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered by any person into any Aircraft at the Airport, and to all Through-The-Fence permittees (collectively, for purposes of this paragraph 8.4 alone, “Operators.”).

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Operators shall furnish to the Airport Manager on or before the fifteenth (15th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Airport Manager. Operators shall pay the fueling fees determined to be owed no later than ten (10) days after the date of the Airport's billing statement.

8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The Airport's authorized representative shall have the right, to examine, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.

8.5 Fuel Storage Facilities.

8.5.1 Plans for fuel storage and installation shall be submitted to the Airport Manager for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.

8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Airport Manager.

8.5.4 All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.

8.6 Fueling Operations.

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.9 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Refueling Vehicles shall be positioned so that the vehicle has clear egress at all times.

8.6.8 Not more than one Refueling Vehicle shall be positioned to refuel each wing of an Aircraft and not more than two Refueling Vehicles shall be positioned to service the same Aircraft.

8.6.9 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.10 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.11 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.6.12 Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.

8.6.13 If an incapacitated medical patient is on board the Aircraft during fueling operations, the Fire Department personnel and equipment must be available at the scene.

8.6.14 For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.

8.6.15 Refueling Vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the Airport Manager during the transportation and delivery of fuel.

8.6.16 Refueling Vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the Airport Manager.

8.6.17 Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the Airport Manager.

8.6.18 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into fuel trucks if both the tractor-trailer and the fuel truck are bottom loading.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures.

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling. Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans. Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Fire Marshall, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles. Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Airport Manager and the Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Airport Manager upon request.

8.11 Training. All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Airport Manager, the Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations. Transient fueling operations (such as seasonal fire fighting operations) shall be subject to the inspection and approval of the Airport Manager; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Town of Crested Butte & County of Gun

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement to share the planning costs of the firm of TischerBise, for a fiscal impact analysis of annexing land outside the Town of CB, as per the contract's Exhibit A.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 5/4/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/4/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted:

Agenda Date: 5/16/2023

TOWN OF CRESTED BUTTE & COUNTY OF GUNNISON
COST SHARING AGREEMENT

This Cost Sharing Agreement (“Agreement”) is entered into by and between the Town of Crested Butte, a Colorado home-rule municipality (the “Town”) and the Board of County Commissioners of the County of Gunnison, Colorado (the “County” and together with the Town, the “Parties”).

WITNESSETH:

WHEREAS, the Town, pursuant to Resolution No. 11, Series 2021, determined that the lack of available, affordable workforce housing constitutes a local disaster emergency that warrants mobilizing of emergency response and the furnishing of aid and assistance by the Town of Crested Butte;

WHEREAS, the Gunnison County Strategic Plan identifies the need to increase the availability of attainable workforce housing is and remains a County policy priority; WHEREAS, the County 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 of the 6th P.M. at 25115 Hwy 135, Crested Butte, CO 81224 (the “Site”);

WHEREAS, the Gunnison County is attempting to build the Whetstone Community Housing project with over 200 residential units of which a minimum 80% of the units are deed restricted with no less than 40% serving households below 120% average monthly income (AMI) on the County owned parcel;

WHEREAS, the County has obtained sketch plan approval from the Board of County Commissioners of its Whetstone Community Housing Sketch Plan Application (the “Project”);

WHEREAS, both the County and the Town agree that the Project meets both the Parties' shared policy priorities, goals, and responsibilities in addressing the affordable housing challenges facing the community at large;

WHEREAS, as the Site is situated outside of the boundaries of the Town, the Town is considering annexation of the Site, and to that end, the Town desires to retain the fiscal, economic, and planning consulting firm of TischlerBise to prepare a fiscal impact analysis of annexing land outside of the Town, as contemplated in the *TischlerBise Proposal for Fiscal Impact Analysis to Support Annexation* (the “Proposal”) attached to this Agreement as **Exhibit A** and incorporated herein by reference;

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and § 29-1-203, C.R.S., authorize local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government, including the sharing of costs;

WHEREAS, to permit development of the Project at the Site, the Parties desire to share in the costs of retaining TischlerBise to complete the scope of work described in the Proposal on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by reference.

2. (a) The Parties agree that the Town will retain TischlerBise to complete the scope of work described in the Proposal.

(b) Within 60 days of execution of this Agreement, the County agrees to pay the Town one-half of the Project Cost, as described in the Proposal.

(c) The Town agrees to include the County in project management as an equal partner and participant with the Town in development of scenarios and services to be analyzed as described in the Proposal, and to deliver to the County all reports and deliverables by TischlerBise in connection therewith.

3. This Agreement constitutes the entire and complete agreement of the Parties on the subject matter herein. No promise or undertaking has been made by any Party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the Parties are embodied and merged into this Agreement.

4. This Agreement may be amended from time to time by amendments made by the Parties in written form and executed in the same manner as this Agreement.

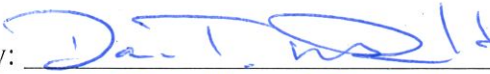
5. This Agreement shall be binding upon and inure to the benefit of the Parties and their assigns and successors in interest.

6. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the day and year adjacent to their respective signatures.

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TOWN OF CRESTED BUTTE, COLORADO

By: 
Dara MacDonald, Town Manager

Date: 4/26/23

ATTEST:


Kellie O'Cheever, Town Clerk/Deputy Town Clerk

Matthew Birnie, County Manager
County of Gunnison, Colorado

_____ (Name)
_____ (Title)

Date: _____

ATTEST:

_____, Deputy Clerk

Section 4: Project Approach

Project Understanding

The Town of Crested Butte is interested in ascertaining the fiscal impact of annexing land outside of the Town, some of which is proposed to have an affordable housing project developed. Factors that influence the fiscal sustainability of annexations are numerous. These factors include the amount of development potential on remaining vacant land, the timing and/or staging of remaining development potential, assessed value of the existing development base, local and state revenue structures, local levels of service and the remaining capacity of existing capital facilities. Given these factors, it is important for this type of analysis that the methodology and data withstand close scrutiny. Therefore, TischlerBise believes the case study-marginal approach is imperative for this assignment.

When many communities attempt to evaluate the fiscal impact of potential annexation areas, a common mistake is to estimate the initial increase in revenues and costs incurred in year one of the annexation—without considering additional development that is likely to occur over time. Failure to consider the impact of an annexation area over time can prove fiscally devastating to a community. That is why it is beneficial to prepare a series of development scenarios to compare and contrast over time. The variables to include in the development of scenarios include population, housing units by type, jobs by type, and nonresidential square feet.

Project Approach

The fiscal analysis conducted by TischlerBise will be prepared specifically for Town of Crested Butte's budgetary conditions and unique characteristics of the Town, which is the reason we were pleased to see the Town desire to utilize a case study-marginal approach in this work effort. This will allow the model developed for this assignment to reflect the fact that the Town is unique in terms of existing (and future) demographics, land use mix, infrastructure needs and associated operating costs. We believe that this approach represents the true cash flow to the public sector and will provide an analysis of potential annexation scenarios that is grounded in fiscal reality. Our project plan will ensure the following items:

- Constant collaboration with Town staff to ensure a consensus approach while minimizing staff resources during the data collection tasks of the study.
- Determination of the appropriate indicators of demand generated by the various development scenarios, relevant levels of service, and cost and revenue factors.
- Results that are easy to understand and explain to internal and external stakeholders.

Factors relative to new development in Crested Butte that influence the Town's cost to provide infrastructure and services to the annexation area include the geographic location, timing or phasing, and the density (which influences the physical form of the development pattern). These factors indirectly influence other factors that must be considered when developing the fiscal model. For example, the physical development pattern influences the design of the street network (grid versus curvilinear), and the density and geographic location can have an influence on transportation choices (e.g., availability of transit, other multimodal options). Another factor that must be considered is the potential cost of any intervention strategies required



to implement a desired annexation scenario. An example is public investment in infrastructure to implement economic development goals, which may take an extended period of time to recoup the upfront investment.

Since the average cost approach focuses on the average cost per capita or in some cases per capita and job, it does not consider the available capacities of existing capital facilities and is difficult to reflect the cost differentials associated with the factors discussed above. In addition, it masks spatial relationships and the timing of additional facilities required to serve annexation. A major advantage of the case study-marginal approach is greater accuracy in forecasting short-term impacts of growth and policy decisions.

Utilizing the Town's Police Department as an example, the average cost approach would divide the expenditure for Police by population and possibly employment to arrive at a figure, say \$21 per person. This cost would occur regardless of any spatial distribution. From a capital facility perspective, the case study-marginal approach would reflect whether the location and size of growth results in the need for additional Police substations or the establishment of new districts or "beats" that require additional staffing from day one in order to meet levels of service relative to response times. If it is determined that current resources are sufficient, Police costs would increase commensurately with the projected increase in calls for service resulting from each annexation scenario modeled for the Town.

Work Scope

The following is our suggested Scope of Work for this assignment. We have designed this work plan to be responsive to the Town's needs and specific circumstances.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Crested Butte staff to establish lines of communication, review and discuss project goals and expectations related to the project, review the project schedule (and revise if necessary), and to request data and documentation related to the project. The purpose of this initial discussion is outlined below:

- Review and refine work plan and schedule;
- Assess additional information needs and required staff support;
- Identify and collect data and documents relevant to the analysis; and
- Identify any relevant policy issues.

Meetings:

One on-site visit to conduct meetings with Town departments.

Deliverable:

Data Request Memorandum.

TASK 2: CONFIRM FUTURE ANNEXATION SCENARIO(S)/LAND USE PROFILES

In this task, TischlerBise, in concert with Town staff, will develop a base case annexation scenario, as well as several other alternative annexation scenarios to evaluate in the fiscal modeling. As part of this task, our team will conduct a "brainstorming" session to help define the parameters of each scenario as well as determine what intervention strategies (e.g., implementation of infrastructure policy, financing tools, etc.) might be required by the Town and/or other parties to implement a particular annexation scenario. Each scenario will be defined in terms of:

- Dwelling units by type, including affordable units
- Population
- Nonresidential development by type
- Employment by type

Development of Land Use Profiles for Each Annexation Scenario. To ensure the optimum inputs to the fiscal impact model developed for this assignment, TischlerBise, with some assistance from Town staff, will develop specific assumptions for each land use type. For residential land uses (if applicable), these factors include person per household, lot size, assessed value, street frontage, vehicle trip and trip adjustment factors, and average trip length. From a nonresidential perspective (if applicable) this will include employment densities, vehicle trip generation rates and adjustment factors, trip lengths, street frontage, etc. These factors will serve to refine the costs and revenue factors by scenarios and geographic location. For example, average daily vehicle trip generation rates are likely to be greater on the suburban fringe areas of Crested Butte versus the downtown core.

Meetings:

One (1) onsite meeting with Town project management team and relevant Town staff.

Deliverables:

Technical Memorandum Outlining Annexation Scenarios and Associated Assumptions.

TASK 3: DEVELOP COST, REVENUE, & LEVEL-OF-SERVICE FACTORS

Departmental Interviews. In this task, we will conduct onsite interviews with Town personnel to confirm our understanding of the departmental structure and scope of operations, discuss facility and geographic-related variable costs and other operating expenses, and discuss and finalize methodologies for forecasting future demand for services and facilities resulting from annexation. As indicated elsewhere in this proposal, we recommend primarily using a case study-marginal methodology with some services projected using an average cost methodology in order to ensure that all relevant costs are captured in the analysis. Based on these interviews and information in Town budgetary documents, we will determine the fixed, variable, and semi-variable operating and capital costs for all relevant services and facilities. The demand sources for the various services and facilities will vary by activity and department. This experience allows us to facilitate meaningful conversations with service providers and identify cost drivers for specific services that can vary due to the unique characteristics of a jurisdiction and the annexation area.

In determining capital facility costs resulting from annexation, we are likely to utilize one of two approaches, depending on data availability and discussions with staff. One approach will be direct entry of capital facility information if it is known through budget and financial information that the facility will be constructed and will partially or fully serve the annexation area. A second is for the fiscal impact model designed for this assignment to calculate the need for new capital facilities as a function of existing available capacities and projected growth from the project. These new facilities would be constructed based on criteria established between TischlerBise and staff. For example, the “prototypical” community park is 10 acres, once the increment of new population reaches the threshold of a 10-acre park (based on current levels of service), the fiscal model will “build” a 10-acre park.



Development of Cost Factors. Information obtained during the interviews, discussions with Town project management team and from the budget and financial documents will be used to establish the different cost components for the various service providers—including both facility and non-facility related operating expenses, as well as methodologies for forecasting future capital facility needs and associated operating expenses. Understanding and modeling costs is an area in which TischlerBise excels. While we will work with staff to understand operations, levels of service, and infrastructure availability and future plans, TischlerBise will derive the relevant cost factors to be used in the modeling effort.

Meetings:

Two (2) on-site visits to meet with various Town departments.

Deliverables:

See Task 4.

TASK 4: PREPARE COST, REVENUE, & LEVEL-OF-SERVICE FACTOR MEMORANDUM

Information obtained during the previous task will be prepared in a Cost, Revenue, and Level-of-Service Factor Memorandum. This memorandum will show the different cost components for the various service providers, including both facility- and non-facility-related operating expenses, methodologies for forecasting future capital facility needs, and associated operating expenses. The memorandum will also cover revenue sources and associated projection methodologies.

Meetings:

One (1) onsite meeting with Town staff.

Deliverable:

Memorandum Outlining Cost, Revenue, and Level-of-Service Factors.

TASK 5: DEVELOP FISCAL IMPACT MODEL AND PRESENTATION OF PRELIMINARY FISCAL FINDINGS

Based on the methodologies and factors developed as part of the previous tasks, we will develop the fiscal impact model for this assignment and analyze the fiscal impacts of the annexation area over a 20-year time horizon. The model will project *all* Town tax-supported revenues (one-time and recurring) attributed to the new/existing development, *all* Town tax-supported operating and capital impacts, and net fiscal results for each annexation scenario. Once the fiscal impact model is complete, TischlerBise will present the preliminary findings to Town Administration and Town Council if desired.

Meetings:

One (1) meeting with Town Administration/Town Council to discuss preliminary results.

Deliverable:

PowerPoint Presentation of Preliminary Fiscal Findings.

TASK 6: PREPARE FINAL FISCAL IMPACT REPORT/PRESENTATIONS

Based on feedback received as part of the previous Task, TischlerBise will prepare the Final Fiscal Impact Analysis Report that describes in succinct fashion the findings from our fiscal analysis of the annexation area. The differences between the scenarios will be analyzed and described thoroughly. It is anticipated the report will contain the following:

- Executive Summary
- Summary of Growth Scenarios and Demographic/Socioeconomic Factors
- Annual Fiscal Impact Results by Annexation Scenario (Years 1-10, 11-20 and 1-20)
- Average Annual Fiscal Impact Results by Annexation Scenario
- Major Revenue Findings
- Major Capital Cost Findings
- Major Operating Expense Findings

The report will be a stand-alone document, clearly understood by all interested parties. The Executive Summary will be a valuable instrument for elected officials and the community at large, and can easily integrated into the Town's Annexation Report. The analysis will address each scenario and will present all of the major findings and the reasons for the results. These will include issues regarding differences among the scenarios, staging, and other issues. After Client review, the final report will be issued.

Meetings:

One (1) presentation to audiences designated by the Town.

Deliverables:

Final Fiscal Impact Analysis Report/Presentations.

Section 5: Project Cost

The following is our fixed fee price proposal to complete the effort outlined in our Proposal. This price proposal shall remain valid for a period of 120 days.

PROPOSED FEE SCHEDULE FOR CRESTED BUTTE ANNEXATION FISCAL IMPACT ANALYSIS					
Project Team Member:	Bise	Herlands	Griffin	Total	
Job Title:	Principal in Charge	Primary Manager	Project Analyst	Hours	Cost
Hourly Rate*	\$245	\$200	\$190		
Task 1: Project Initiation / Data Acquisition	8	8	0	16	\$3,560
Task 2: Confirm Future Annexation Scenario(s)/Land Use Profiles	4	8	10	22	\$4,480
Task 3: Develop Cost, Revenue & LOS Factors	8	16	16	40	\$8,200
Task 4: Prepare Cost, Revenue & LOS Factor Memorandum	4	4	16	24	\$4,820
Task 5: Develop Fiscal Impact Model and Presentation of Preliminary Fiscal Findings	8	24	36	68	\$13,600
Task 7: Prepare Final Fiscal Impact Report/Presentations	10	40	0	50	\$10,450
TOTAL	42	100	78	220	\$45,110

* Hourly rates are inclusive of all costs.

Section 6: Project Control

Accessibility/Office Location

TischlerBise will attend pre-scheduled meetings with the Town in person (or video conference if desired) deploying staff from our main office in Maryland, as well as our Boise, Idaho office. TischlerBise staff regularly travel to our national client base without incident and frequently utilize regional trips to add additional (uncontracted) trips to clients. TischlerBise's regular and repeat work in Colorado affirms our flexibility and ability to accommodate scheduled meetings in Crested Butte. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended the Town identify a staff Project Manager who serves as a point person between the consultant team and Town. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with Town Administration staff.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
 - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Julie Herlands, will identify the final project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
 - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise and Ms. Herlands will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
 - **Mitigation: We will actively manage the project process.** Mr. Bise and Ms. Herlands have a long history of strong project management skills that are supported by past project

successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the Town meeting the schedule, budget, and technical requirements of the project.

- **Risk: Quality Control**

- **Mitigation:** We will review all project deliverables and communication through a formal quality assurance process that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the Town, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands, will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.

- **Risk: Cost Overruns**

- **Mitigation:** This assignment will be conducted under a fixed fee arrangement. We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Project Schedule

The table below outlines our project schedule for this assignment. We will commit the staffing resources required to meet this project schedule.

PROJECT SCHEDULE FOR ANNEXATION FISCAL IMPACT ANALYSIS			
Tasks	Anticipated Timeframe	Meetings	Deliverable
Task 1: Project Initiation / Data Acquisition	Month 1	1	Data Request Memorandum
Task 2: Confirm Future Annexation Scenario(s)/Land Use Profiles	Months 1 and 2	1	Technical Memorandums Outlining Annexation Scenarios and Associated Assumptions
Task 3: Develop Cost, Revenue & LOS Factors	Months 2 and 3	2	See Task 4
Task 4: Prepare Cost, Revenue & LOS Factor Memorandum	Month 3	1	Memorandum Outlining Cost, Revenue & LOS Factors
Task 5: Develop Fiscal Impact Model and Presentation of Preliminary Fiscal Findings	Months 2 and 3	1	Powerpoint Presentation
Task 7: Prepare Final Fiscal Impact Report/Presentations	Months 3 and 4	1	Final Scenario Fiscal Impact Report/Presentations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointment; Perry Solheim as Gunnis

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please find attached Perry's application - letter and resume - to be considered for appointment to the Gunnison County regular member position on the Gunnison Valley Regional Housing Authority Board.

Fiscal Impact: n/a

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\mbirmie

Discharge Date: 5/5/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted:

Agenda Date: 5/16/2023



April 17, 2023

Gunnison County Board of County Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Commissioners:

Please consider this letter as my express interest in serving on the governing board of the Gunnison Valley Regional Housing Authority in the role of treasurer.

I currently work as the CFO for Gunnison County and have significant involvement with GVRHA and other county housing projects and developing issues. As evidenced from my attached resume, I have served on the boards of several not-for-profits (NFP) and government related entities. I believe my governmental and NFP accounting experience is very broad and would be very useful in advising the GVRHA on improving its fiscal policies and procedures. Furthermore, I am very involved with Gunnison County's housing initiatives, projects and development of policies related to new legislation such as Prop 123.

In conclusion, I believe I can be a great leadership asset to the GVRHA.

Sincerely,

Perry W. Solheim, PhD
Gunnison County, CFO
Perrywsolheimphd22@gmail.com
406-600-1676

Perry W. Solheim, PhD

Email: perrywsolheimphd22@gmail.com

Cell Phone: (406) 600-1676

Accounting Career Experience

CFO, Gunnison County, Gunnison, CO, August, 2022 to Present

- Direct financial reporting and budgeting for a county government with 230 Employees and appropriations in excess of \$70MM.
- Utilize Munis ERP software upgraded to Tyler Enterprise ERP
- Manage annual budget process up to and including mill levy calculations and Colorado Department of Local Affairs submittals

Finance/Administration Manager, Mt. Crested Butte Water & Sanitation, Mt. Crested Butte, CO, August, 2019 to August, 2022

- Responsible for accounting, IT and HR function for utility district organized under Colorado Small District Act including financial statement drafting and managing external governmental single audit
- Caselle government software utilized for managing district budget >\$5 MM in revenues and corresponding expenditures
- Manage annual budget process up to and including mill levy calculations and Colorado Department of Local Affairs submittals
- Obtained \$23 MM CWRPDA loan (1.29% blended interest rate) for water treatment plant project
- Non-voting board secretary managing elections, minutes, and agenda packets

Sole Proprietor, Stable Financial Solutions, Durango, CO, July 2016 to Present

- Bookkeeping and Payroll service for contractor clients
- QuickBooks setup and troubleshooting
- Grant writing pro forma financials and other assistance

Assistant Professor of Accounting, August 2007 to June 2019.

- Western Colorado University, Gunnison, CO
- Fort Lewis College, Durango, CO
- Montana State University, Bozeman, MT

Graduate Teaching and Research Assistant, University of Utah, August 2003 to July 2007

Controller, Southern Ute Indian Tribe Growth Fund, Durango, CO, February 2001 to June 2003

- Closed years rapidly for early audit starts
- Performed real estate acquisition due diligence (totaling more than \$150 million in capital acquisitions)
- Directed the transfer and summary of financial information from diverse entities into PeopleSoft system
- Selected relevant software and set up accounting systems for operations such as:

- Tierra Group, LLC (Timberline for construction & property management)
- AKA Energy Group (Quick Books, only required GL tracking at inception)
- Sky Ute Sand and Gravel (Quick Books, only required GL and inventory)

Finance Director, Sunshine Gardens West Senior Living Facility, Durango, CO,
October 1999 to February 2001

- Overhauled accounting policies and procedures
- Oversaw Medicaid and Insurance billings
- Implemented Quick Books
- Moved payroll in house and managed all payroll functions including payroll tax returns and year end W-3 filing
- Streamlined reporting to help owners identify specific profit center performance

Sole Proprietor, Perry W. Solheim, CPA, Durango, CO, May 1999 to February 2001

- Implemented accounting systems for a broad variety of clients from multiple industries
- Prepared individual taxes
- Completed payroll function for various clients

Controller, WW Lumber, Durango, CO, August 1998 to July 1999

- Created an efficient accounting system by combining industry inventory software with Quick Books to arrive at an efficient, cost-effective accounting system
- Brought fiscal discipline to a rapidly growing business with considerable cash flow constraints

Staff Auditor, Hutchison, Hugins, & Fredrick CPA's, Durango, CO, November 1996 to August 1998

- Fulfilled staff auditor function for Construction, Government, Not-for-Profit and Medical clients.

Education

University of Utah, PhD Accounting (Finance allied field), 2010

Fort Lewis College, Durango, CO, B.A. in Accounting, 1994

Claremont McKenna College, Claremont, CA, B.A. in Econ and Philosophy, 1990

Professional Certifications

Lapsed Colorado CPA (Licensed from 1997-2010).

Utah Real Estate Sales Agent (Inactive, 2006).

Community Service Organizations

Legacy Family Ministries
Project Hope of Gunnison County
Mountain Middle School
Pioneer Ditch Company

Board Member, 2019-present
Treasurer, 2018-2019
Treasurer, 2014-2015
Board Member 2014-2017

City of Bozeman
AFMSU
Montana Society of CPA's
Colorado Society of CPA's
American Accounting Association
Operation Healthy Communities
AICPA

Audit Committee Member 2013
Active Member 2011-2013
Member 2007-2010
Member 1997-2010
Member 2003-2016
Treasurer, 1999
Member 1997-2010

Software and Application Experience

- Tyler Enterprise ERP
- MS Teams and SharePoint
- Caselle Governmental Accounting
- LastPass Enterprise Password Management
- WebRoot Enterprise IT Security
- Adobe Creative Cloud, Acrobat, and others
- Advanced Excel (including Vlookup, pivot tables, and database management)
- MS Word and PPT
- Prezi presentation suite
- PeopleSoft Accounting
- Banner Accounting
- QuickBooks Accounting
- Timberline Accounting (Construction and Property Management)
- SAS and other database systems
- FASB GAAP Codification
- CRSP and Compustat Equity Market Databases

Academic Career Summary

Available upon request

Personal Interests and Hobbies:

Fly-fishing, sailing, mountain biking, swimming, whitewater rafting and kayaking, hunting (upland birds), woodworking, skiing, SCUBA.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Health Care Po

Action Requested: County Manager Signature

Parties to the Agreement: HCPF and Gunnison County Health and Human Services

Term Begins: 7/1/2023

Term Ends:

Grant Contract #:

Summary:

This is a contract between Gunnison HHS and Health Care Policy and Finance to promote the health and welfare of Colorado's low-income seniors by providing access to dental care to individuals age 60 and over who are not eligible for dental services under any other dental health care program.

Fiscal Impact: \$21,400

Submitted by: Brad Wheaton

Submitter's Email Address: bradford.wheaton@state.co.us

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/8/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/8/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023



COLORADO
Department of Health Care
Policy & Financing

1570 Grant Street
Denver, CO 80203

April 5, 2023

Elizabeth Holena
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, CO 81230

Dear Elizabeth:

The Department of Health Care Policy and Financing (the Department) is pleased to notify you that Gunnison County Department of Health and Human Services has been recommended to receive a FY2023-24 Dental Health Care Program for Low-Income Seniors (Senior Dental Program) grant award.

Preference was given to grantees that have clearly demonstrated the applicant's ability to outreach and identify Eligible Seniors, collaborate with community-based organizations, and demonstrated an ability to serve a greater number of Eligible Seniors in rural or underserved areas. Regional distribution and past expenditure of grant funds was a key consideration in determining grant awards for FY2023-24 as many grantees underspent their grant funds in the previous two fiscal years.

Gunnison County Department of Health and Human Services's grant amount awarded is \$21,400 for FY2023-24. The Department will be in contact with you soon to execute the grant contract.

In addition, the Department will hold a workshop on **June 7, 2023**, from 9:30 a.m. to 12:30 p.m. This will be a virtual workshop and attendance for awarded grantees is mandatory. This workshop will include information about program invoicing, annual reporting, auditing, and other important topics. The Department will also be disseminating the new Senior Dental Program Operations Manual. The agenda and additional information about this workshop will be forthcoming. [Register for workshop](#) by May 15, 2023, and if you should have any questions regarding the workshop, please contact the State Programs Section Administrative Assistant, Alondra Yanez Sanchez, at Alondra.yanezsanchez@state.co.us.

With this letter I am also including a spreadsheet that lists grantees information by the counties they have indicated they serve the senior population in. Please check over the



information to ensure the address of the location and the phone number to make an appointment is accurate.

If you have questions, you may contact the Senior Dental Programs Coordinator, Veronica Irizarry, at veronica.irizarry@state.co.us.

Sincerely,

Chandra Vital

Chandra Vital
State Programs Section Manager
Finance Office

Enclosure(s)

cc: file





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

Letter of Intent

Gunnison County Department of Health and Human Services, doing business under the name of **Gunnison County Department of Health and Human Services**, would like to continue as a qualified grantee of the Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Program). Gunnison County Department of Health and Human Services understands this is only a Letter of Intent (LOI) and not a contract with the Department of Health Care Policy and Financing. If the LOI is accepted by the Department, a new contract will be sent to Gunnison County Department of Health and Human Services for appropriate signatures.

Gunnison County Department of Health and Human Services is a(n):

- Area Agency on Aging;
- Community-based organization or foundation;
- Federal Qualified Health Center;
- Safety-net clinic;
- X - Health district or local public health agency;
- Private dental practice; or
- Other ().

Key Personnel – must include name, phone number, and email for all contacts

1. Signing Authority of SDP Contract - (highlight any changes or additions)
 - a. **Bradford Wheaton**, bradford.wheaton@state.co.us 970-641-3244
2. Grant Administrator Name(s) - (highlight any changes or additions)
 - a. Elizabeth Holena, 970-642-4665, elizabeth.holena@state.co.us
3. Invoice Contact Name(s) – (highlight any changes or additions)
 - a. Elizabeth Holena, 970-642-4665, elizabeth.holena@state.co.us
4. SharePoint Access Name(s) – (highlight any changes or additions)
 - a. Elizabeth Holena, elizabeth.holena@state.co.us
 - b. Jody Wise, jwise@gunnisoncounty.org, 970-641-7908
 - c. Joni Reynolds, jreynolds@gunnisoncounty.org
5. Audit Contact Name(s) – (highlight any changes or additions)
 - a. Elizabeth Holena, 970-642-4665, elizabeth.holena@state.co.us
6. Name(s) to receive newsletters, updates, etc. – (highlight any changes or additions)

- a. Elizabeth Holena, Elizabeth.holena@state.co.us; Joni Reynolds, Jreynolds@gunnisoncounty.org

Dental Services – (highlight any changes or additions)

1. Names of counties, physical address, and phone number where clients call to make appointments and receive services. * Indicates the facility is not located within the county listed. (Highlight any changes or additions)

NOTE: Do not list a county if a dentist is not set up to receive seniors from the program.

- a. Gunnison - Gunnison County Department of Health and Human Services - contact for address, 970-642-4665
b. Hinsdale - Gunnison County Department of Health and Human Services - contact for address, 970-642-4665
2. Attach an Excel list of all qualified providers doing ANY dental work for Gunnison County Department of Health and Human Services under the Senior Dental Program. Include Name of facility and doctor, address, phone number, and services provided.



Authorized Signature

3/24/23
Date

Brad Wheaton, Deputy Director
Printed Name and title of authorized signer

STATE OF COLORADO
Department of Health Care Policy and Financing
Contract with
Gunnison County Department of Health and Human Services
for COLORADO DENTAL HEALTH CARE PROGRAM FOR
LOW-INCOME SENIORS

This Agreement (hereinafter called “Contract”) is entered into by and between **Gunnison County Department of Health and Human Services, 220 North Spruce Street, Gunnison, CO 81230** (hereinafter called “Contractor” or “Qualified Grantee”), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the “State” or “Department”). Contractor and the State hereby agree to the following terms and conditions.

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

Senate Bill (SB) 14-180 created the Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Grant Program) under the Department of Health Care Policy and Financing (the Department) effective July 1, 2015. SB 14-180 ended the Old Age Pension (OAP) Dental Grant program administered by the Department of Public Health and Environment (CDPHE), effective June 30, 2015, as the target population was offered publicly funded dental benefits through Health First Colorado and the OAP Health and Medical Care Program. SB 14-180 not only transferred the program to the Department, but also changed the target population to low-income seniors who are not eligible for dental services under any other dental health care program, and changes how the program is operated. The Senior Dental Grant Program grants funds to Area Agencies on Aging (AAA), community-based organizations and foundations, Federally Qualified health centers (FQHC), safety-net clinic, health districts, local public health agency, and private dental practices to promote the health and welfare of Colorado’s low-income seniors by providing access to dental care to individuals age 60 and over who are not eligible for services under any other dental health care program, such as Health First Colorado, or the OAP Health and Medical Care Program or private dental insurance. An Eligible Senior is not ineligible solely because he/she is receiving dental benefits under Medicare or Medicare Advantage Plans.

The Colorado Dental Health Program for Low-Income Seniors available funds for the FY 2023-24 shall begin July 1, 2023 and shall end June 30, 2024

Subject to available funding and contractor performance, the Department may renew this Contract annually for up to three (3) additional years.

The Department has a limited amount of grant funds to be expended each State Fiscal Year. It reserves the right to reconcile the funds available in the pot at any time. The Department will attempt to distribute any shortfall equitably among all Contractors. It may be possible,

however, that a Contractor may have its award decreased due to the reconciliation. It also may be possible, that funds may be equitably distributed for any increase in funding available.

The parties agree that the timelines and instructions in the Statement of Work below are crucial. Should the Contractor miss a deadline, or its invoices require correction, the Contractor will be provided one written warning to improve. Should the issues continue, the Department will consider terminating this Contract for failure to follow the provisions of this Contract.

The amount of the grant award to the Contractor is **\$21,400**.

STATEMENT OF WORK

1.0 TERMINOLOGY

- 1.1 Acronyms, abbreviations and other terminology are defined at their first occurrence in this document. The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.
 - 1.1.1 AAA – Any Area Agency on Aging.
 - 1.1.2 Arrange For or Arranging For – Demonstrating established relations with Qualified Providers for any of the Covered Dental Care Services not directly provided by the Qualified Grantee.
 - 1.1.3 Business Day – Any day in which the Department is open and conducting business, but shall not include Saturday, Sunday, or any day which the Department observes one of the holidays listed in CRS §24-11-101(1).
 - 1.1.4 CDPHE – Colorado Department of Public Health and Environment.
 - 1.1.5 Contract – this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
 - 1.1.6 Contract Funds – the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Department under this Contract.
 - 1.1.7 CORA – the Colorado Open Records Act, C.R.S. §24-72-200.1, *et. Seq.*
 - 1.1.8 Covered Dental Services – The Current Dental Terminology (CDT) procedure codes and descriptions for the Colorado Dental Health Care Program for Low-Income Seniors as published on the Department’s website.
 - 1.1.9 C.R.S. – Colorado Revised Statutes.
 - 1.1.10 DAC –Dental Advisory Committee.
 - 1.1.11 Dental Health Professional Shortage Area or Dental HPSA – A geographic area, population group, or facility so designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.

- 1.1.12 Department – Colorado Department of Health Care Policy and Financing.
- 1.1.13 Economically Disadvantaged – A person whose income is at or below 250% of the most recently published federal poverty level for a household that size.
- 1.1.14 Effective Date – This Contract shall not be valid or enforceable until the Effective Date and all signatures have been obtained. The Department shall not be bound by any provision of the 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.
- 1.1.15 Eligible Senior – An adult who is 60 years of age or older, who is Economically Disadvantaged, who is a Colorado resident, who is not eligible for dental services under Health First Colorado or the Old Age Pension Health and Medical Care Program, and who does not have private dental insurance.
- 1.1.16 FQHC – Federally Qualified Health Center is a federally funded nonprofit health center or clinic that serves medically underserved areas and populations as defined in 42 U.S.C. section 1395x (aa)(4).
- 1.1.17 Grantee – Any health care professional or entity that has been accepted as a grantee in the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.18 Health First Colorado – The Colorado Medical assistance program as defined in article 4 of title 25.5, C.R.S. (2018)
- 1.1.19 HIPAA – the Health Insurance Portability and Accountability Act of 1996.
- 1.1.20 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 C.R.S. §24-37.5-401, *et. Seq.*, 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.
- 1.1.21 Income – Any cash, payments, wages, in-kind receipt, inheritance, gift, prize, rents, dividends, or interest that are received by an individual or household. Income may be self-declared. Resources are not included in income.
- 1.1.22 Max Allowable Fee – The total reimbursement listed by procedure for Covered Dental Care Services under the Colorado Dental Health Care Program for Low-Income Seniors. The Max Allowable Fee is the sum of the Program Payment and the Max Patient Co-Pay.
- 1.1.23 Max Patient Co-Pay – The maximum amount that a Qualified Provider may collect from an Eligible Senior listed by procedure for Covered Dental Services under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.24 Medicare – The federal health insurance program for people who are 65 years of age or older, certain younger people with disabilities, or people with end-stage renal disease.

- 1.1.25 Medicare Advantage Plans (MAP) – Plans offered by Medicare-approved private companies that must follow rules set by Medicare and may provide benefits for services Medicare does not, such as vision, hearing, and dental care.
- 1.1.26 Medicare Savings Program (MSP) – Help people with limited income and resources pay for some or all their Medicare premiums and may also pay their Medicare deductibles and co-insurance.
- 1.1.27 MMIS – Medicaid Management Information Systems.
- 1.1.28 Old Age Pension Health and Medical Care Program – The program described at 10 CCR 2505-10, section 8.940 et. Seq. and as defined in sections 25.5-2-101 and 26-2-111(2), C.R.S. (2018).
- 1.1.29 Party – The State or Contractor, and “Parties”: means both the State and Contractor.
- 1.1.30 PHI – Protected Health Information
- 1.1.31 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, or employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- 1.1.32 Program Payment – The maximum amount by procedure listed for Covered Dental Care Services for which a Qualified Grantee may invoice the Department under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.33 QI-1 – Qualifying Individual – Individuals must apply every year; does not qualify for any Health First Colorado pays Part B premiums only.
- 1.1.34 QMB – Qualified Medicare Beneficiary – Health First Colorado pays for some or all of Medicare Part A premiums, Part B premiums, Medicare deductibles, co-insurance, and co-pays.
- 1.1.35 QMB Dual Eligible (Medicare/Health First Colorado) – Qualified Medicare Beneficiary Dual Eligible - 65 years or older, or disabled, status under Social Security or Railroad Retirement assistance with Medicare premiums and out of pocket Health First Colorado expenses.
- 1.1.36 Qualified Grantee – An entity that can demonstrate it can provide or Arrange For the provision of Covered Dental Care Services and may include but is not limited to:
 - 1.1.36.1 An Area Agency on Aging, as defined in section 26-11-201, C.R.S. (2014);
 - 1.1.36.2 A community-based organization or foundation;
 - 1.1.36.3 A Federal Qualified Health Center, safety-net clinic, or health district;
 - 1.1.36.4 A local public health agency; or
 - 1.1.36.5 A private dental practice.

- 1.1.37 Qualified Provider – A licensed dentist or dental hygienist in good standing in Colorado or a person who employs a licensed dentist or dental hygienist in good standing in Colorado and who is willing to accept reimbursement for Covered Dental Services. A Qualified Provider may also be a Qualified Grantee if the person meets the qualifications of a Qualified Grantee.
- 1.1.38 Senior Dental Advisory Committee (DAC) – The advisory committee established pursuant to section 25.5-3-406, C.R.S. (2018).
- 1.1.39 Senior Dental Grant Program – Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.40 SharePoint – A cloud-based service used by the Department to send and receive files and invoices securely.
- 1.1.41 SLMB – Specified Low-Income Medicare Beneficiary – Age 65 or older or disabled, limited financial resources and income, Health First Colorado pays Part B premiums only.
- 1.1.42 State Confidential Information – Any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, Tax Information and State personnel records not subject to disclosure under CORA.
- 1.1.43 State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- 1.1.44 State Fiscal Year or SFY – A twelve-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.

2.0 GENERAL REQUIREMENTS

- 2.1 The Qualified Grantee shall comply with all program rules stipulated in 10 CCR 2505-10, Section 8.960 and any policy directives by the Department.
- 2.2 The Qualified Grantee shall direct seniors to apply for dental and oral health coverage through Health First Colorado or the OAP Health and Medical Care Fund if they do not qualify for the Senior Dental Grant Program.
- 2.3 The Qualified Grantee shall only use Senior Dental Grant Program funds to provide dental services to adults who are 60 years of age or older, who are at or below 250% of the most current Federal Poverty Level guidelines, who are Colorado residents, who do not qualify for Health First Colorado or the OAP Health and Medical Care Program, and who do not have private dental coverage.
- 2.4 The Qualified Grantee shall provide the Department with a list of all Qualified Providers within ten (10) business days of beginning of this Contract.
- 2.5 The Qualified Grantee shall notify the Department of any changes in the Qualified Providers throughout the term of this Contract within ten (10) business day of the change.
- 2.6 The Qualified Grantee shall notify the Department immediately if any Qualified Provider licensed to practice dentistry in Colorado, that accepts funds from the Senior Dental Grant Program, is no longer licensed in good standing with the Colorado Dental Board.

- 2.7 The Qualified Grantee shall not invoice the Department more than the Max Allowable Fee per procedure listed in the Covered Dental Care Services for the Senior Dental Grant Program.
- 2.8 The Qualified Grantee shall not invoice the Department for any dental procedures that are not listed in the Covered Dental Services for the Senior Dental Program.
- 2.9 The Qualified Grantee shall not ask the Qualified Senior to pay more than the Max Patient Co-Pay listed in the Covered Dental Services for the Senior Dental Grant Program.
- 2.10 The Qualified Grantee shall not invoice the Department prior to any dental services being performed and completed.
- 2.11 The Qualified Grantee shall not invoice the Department for more than seven percent (7%) of the invoice amount for administrative purposes.
- 2.12 The Qualified Grantee shall not invoice the Department for services covered by Health First Colorado, OAP, or any other oral health benefit.
- 2.13 The Qualified Grantee shall not surpass the Senior Dental Program's Awarded amount without first obtaining written permission from the Department.
- 2.14 The Qualified Grantee shall distribute grant funds to Qualified Providers in their service area or directly provided Covered Dental Care Services to Eligible Seniors in their service area.
 - 2.14.1 If the Qualified Grantee and/or the Qualified Provider has an NPI number, they shall bill the MAP for dental procedures covered by the MAP prior to seeking payment from the Department.
 - 2.14.2 The Senior Dental Grant Program is secondary to the MAP dental coverage.
 - 2.14.3 Qualified Grantees shall not bill the Department for any procedures covered by MAPs that have been billed and paid by the MAP.
- 2.15 The Qualified Grantee shall not submit duplicate invoices and/or procedures to the Department.
- 2.16 The Qualified Grantee shall identify and provide outreach to Eligible Seniors and Qualified Providers.
- 2.17 If the Qualified Grantee is unable to contact an Eligible Senior for delivery of a denture created under the Senior Dental Program, the Qualified Grantee may receive partial reimbursement.
 - 2.17.1 The Qualified Grantee may submit an invoice from the prosthodontic laboratory along with the denture to the Department to the attention of the Senior Dental Program Administrator.
 - 2.17.2 If the Eligible Senior is deceased, the denture does not need to be sent to the Department if a death certificate or other evidence of death is provided with the lab's invoice.
 - 2.17.3 The Qualified Grantee may be reimbursed the amount of the prosthodontic laboratory invoice or the Senior Dental Program's fee schedule, whichever is less.

- 2.18 The Qualified Grantee shall demonstrate collaboration with community-based organizations in its annual report. The Qualified Grantee shall achieve this collaboration by documenting, at a minimum, the following:
 - 2.181 Exchanging ideas and information with community-based organizations in the effort to reach out to Eligible Seniors.
 - 2.182 Have regular short-term milestones.
 - 2.183 Focus on underlying causes if there is low participation of Eligible Seniors in the Senior Dental Program.
 - 2.184 Have clear goals and strategies to create and maintain a collaborative environment.
 - 2.185 Have clear values to identify risks.
 - 2.186 Have an ethics policy in place to deal with any conflict of interests that may arise.
 - 2.187 Listing lessons learned in the collaborative relationship and what changes may be made in the future to increase the number of seniors served under this Contract.
- 2.19 The Qualified Grantee shall ensure that Eligible Seniors receive Covered Dental Care Services efficiently without duplication of services.
- 2.20 The Qualified Grantee shall maintain records for a minimum of six (6) years that includes but is not limited to:
 - 2.20.1 Names of Eligible Seniors;
 - 2.20.2 Eligible Senior's documentation showing date of birth;
 - 2.20.3 Date(s) of service;
 - 2.20.4 Dental service(s) provided;
 - 2.20.5 Qualified Provider performing the dental services;
 - 2.20.6 Tooth numbers, surfaces, and quadrants;
 - 2.20.7 Co-payments received from Eligible Seniors for said dental services;
 - 2.20.8 Eligible Seniors proof of income or statement showing the Eligible Senior self-declared;
 - 2.20.9 Amount invoiced to the Department for said services; and
 - 2.20.10 If the Eligible Senior was also covered by Medicaid or MAP dental.
- 2.21 Eligible Senior's documentation showing lawful presence in the state of Colorado and a signed Senior Dental Program lawful presence affidavit form prior to July 1, 2022.
- 2.22 The Qualified Grantee shall invoice the Department using the authorized Excel format of the Department's choosing.
- 2.23 The Qualified Grantee shall provide copies of any supporting documentation to the Department upon request of the Department and without charge.
- 2.24 The Qualified Grantee shall provide primary and secondary point of contact information that includes, at a minimum, the following: Name, phone number, and email address.

- 2.25 The Qualified Grantee shall notify the Department immediately of any changes in contact's name, phone numbers, or emails.
- 2.26 The Qualified Grantee shall respond to all telephone calls, voicemails and e-mail inquiries from the Department within one (1) business day.
- 2.27 The Qualified Grantee shall enable all Qualified Grantee staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems.

3.0 IDENTIFYING ELIGIBLE SENIORS AND PRIORITIZING CARE

- 3.1 The Qualified Grantee shall identify Eligible Seniors. This shall include, at a minimum, all the following:
 - 3.1.1 Use existing income determinations, create a specific income determination for the Senior Dental Grant Program, or Eligible Seniors may self-declare current income.
 - 3.1.2 Perform reasonable screening to determine eligibility for Health First Colorado or the OAP Health and Medical Care Program.
 - 3.1.3 Obtain denial letters if the senior appears to be categorically eligible for Health First Colorado or any other public health program.
 - 3.1.4 Review original and obtain copies of the reviewed documentation that the potentially Eligible Senior is a resident of the state of Colorado.
 - 3.1.5 Retaining all above documents in the Eligible Seniors file for a minimum of six (6) years as described above in part 2.19.
- 3.2 Prioritize Covered Dental Services for Eligible Seniors most in need of dental care.

4.0 INVOICING

- 4.1 The Qualified Grantee shall provide the monthly invoice by the 15th of the following month. If the 15th is not a business day, the invoice shall be due the previous business day to receive payment from the Department within thirty (30) business days after the due date. The due dates for FY2022-23 are as follows:

INVOICE MONTH	DUE DATE
July 2023	August 15, 2023
August 2023	September 15, 2023
September 2023	October 13, 2023
October 2023	November 15, 2023
November 2023	December 15, 2023
December 2023	January 15, 2024

January 2024	February 15, 2024
February 2024	March 15, 2024
March 2024	April 15, 2024
April 2024	May 15, 2024
May 2024	June 14, 2024
June 2024	July 15, 2024

- 4.2 If the monthly invoice is submitted and all fields are not completed acceptably, the invoice may be rejected, and the Qualified Grantee will be informed by the Department. If this should occur the Department will pay the Qualified Grantee within sixty (60) business days of the date of the corrected invoice.
- 4.3 The Department will pay no more than the Program Payment for Covered Dental Care Services.
- 4.4 It is the judgement of the Qualified Grantee whether to charge the Eligible Senior a co-payment. If an Eligible Senior is charged a co-payment the Qualified Grantee shall not exceed the Max Patient Co-Pay amount and ensure all co-payments collected are submitted on the monthly invoice to the Department.
- 4.5 Covered Dental Care Services must be provided prior to submitting an invoice for that Eligible Senior.
- 4.6 No Qualified Provider should be informed by the Qualified Grantee that a treatment plan that leads into the following State Fiscal Year will be paid by the Department as the Senior Dental Grant Program is contingent upon appropriation by the General Assembly and is subject to available funding.
- 4.7 Invoices indicating more than seven percent (7%) administrative purposes of the amount being paid will be rejected and the terms listed in 4.2 will apply.
- 4.8 Invoices will be submitted to the Department via SharePoint only.

5.0 ANNUAL REPORTING

- 5.1 The Qualified Grantee shall submit a Senior Dental Grant Program Annual Report to the Department no later than September 1st and annually thereafter. If the due date falls on a non-workday for the Department, the annual report will be due the previous workday.
- 5.2 The Annual Report shall be in a format specified by the Department and will include information for the July 1 through June 30 grant period.
- 5.3 The Annual Report shall include, at the minimum, the following information:
- 5.3.1 The total number of Eligible Seniors served.
- 5.3.2 The categories of Covered Dental Services provided.
- 5.3.3 An itemization of Senior Dental Grant Program administrative expenditures.

- 5.3.4 Any problems encountered;
- 5.3.5 The total amount billed and paid by Medicare or MAP dental plans; and
- 5.3.6 Any other information deemed relevant by the Department.

6.0 AUDITS OF QUALIFIED GRANTEE PERFORMANCE

- 6.1 Auditing files.
 - 6.1.1 Random audits may occur at any time and may occur up to four (4) times per year. If the audit is not on-site, the Qualified Grantee will have thirty (30) business days to send the client's file to the Department.
 - 6.1.2 If the files do not reach the Department within thirty (30) business days refer to 6.3.
 - 6.1.3 A report of the findings will be sent to the Qualified Grantee and a copy will also be put in the Qualified Grantee's file at the Department.
- 6.2 If the Department receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with the Department of Regulatory Agencies. If the complaint proves to be factual refer to 6.3.
- 6.3 If the Department discovers that the Qualified Grantee has not complied with any requirements of this Contract with the Department the following, at a minimum, will ensue:
 - 6.3.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to the Department within ten (10) business days of notification of the corrective action.
 - 6.3.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Grant Program and all remaining awarded grant monies will be revoked.
- 6.4 If the Grantee terminates from the Senior Dental Program, the Grantee must submit all required information requested by the Department for future audits that include the fiscal years the Grantee was part of the Senior Dental Program.

7.0 CONFLICTS OF INTEREST

7.1 Actual Conflicts of Interest

Contractor shall not engage in any business, 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's 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.

7.2 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.

7.3 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.

8.0 INDEMNIFICATION

8.1 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, third-party contracts, or assignees in connection with this Contract.

8.2 Any Qualified Grantees that are publicly funded are exempt from 8.1 and Exhibit A, sections 2. A. and 2.e.

9.0 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

9.1 CONTROLLER APPROVAL. C.R.S. §24-30-202(1)

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

9.2 FUND AVAILABILITY. C.R.S. §24-30-202(5.5)

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

9.3 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, C.R.S. §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

9.4 INDEPENDENT QUALIFIED GRANTEE

Grantees shall perform its duties hereunder as a Grantee and not as an employee. Neither Grantee nor any agent or employee of the Grantee shall be deemed to be an agent or employee of the State. Grantees 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 Grantee or any of its agents or

employees. Unemployment insurance benefits will be available to grantees and its employees and agents only if such coverage is made available to Grantee or a third party. Grantees 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. Grantees 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.

9.5 COMPLIANCE WITH LAW

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

9.6 VENDOR OFFSET. C.R.S. §§24-30-202(1) AND 24-30-202.4

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the States 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 C.R.S. §39-21-101, *et seq.*; (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.

9.7 PUBLIC CONTRACTS FOR SERVICES. 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] Grantee 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 established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Grantee 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 Grantee 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 State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three (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 three (3) days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall

deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §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, Grantee shall be liable for damages.

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

Grantees, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101, *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

- 10.1 Federal law and regulations governing the privacy of certain health information requires a business associate contract between the Department and the contractor. 45 C.F.R. § 164.504(E). Attached hereto and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon the execution of this contract and shall remain in effect during the term of the contract including any extensions.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR Gunnison County Department of Health and Human Services *Signature Date: _____ By: <u>Matthew Birnie</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director By: Kim Bimestefer, Executive Director Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: _____
Title: <u>County Manager</u>	LEGAL REVIEW Phil Weiser, Attorney General By: _____ Signature - Assistant Attorney General Date: _____

In accordance with CRS §24-30-202, 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: _____
 Department of Health Care Policy and Financing

Date: _____

EXHIBIT A, HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as “Department”, “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, 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 contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate agrees to defend and indemnify the Department against third party claims arising from Associate’s breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of its

safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s or Associate’s compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate’s policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate’s Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate, or its agents or Subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of 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, protection, 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. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

"No Additional Permitted Uses" or type in additional permitted uses

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

"No additional permitted disclosures" or type any additional permitted disclosures.

3. Subcontractor(s). **The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:**

"No subcontractors" or type the names of any subcontractors that will receive Protected Information.

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate's obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from the Department.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

"No additional restrictions on Use of Data" or type any additional restrictions.

6. Additional Terms. **This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.**

"No additional terms" or type any additional terms.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for the Great Outdoors Colorado (GOCO) Tr

Action Requested: County Manager Signature

Parties to the Agreement: GOCO and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

GOCO Contract Agreement for \$300,000 Stewardship Impact award

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 5/9/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/9/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted:

Agenda Date: 5/16/2023

GRANT AGREEMENT

Project Name: Advancing Stewardship in Gunnison County
Project Completion Date: March 10, 2026
Contract Number: 23502

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler
Telephone: 303-226-4533

Grantee: Gunnison County
Address: 202 East Virginia Avenue, Gunnison, Colorado 81230
E-mail Address: jlavorini@nationalforests.org

Contact Name: Joe Lavorini
Contact's Phone: 720.670.6254

Date: March 20, 2023

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Special Terms

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.
- C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 10, 2023, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.
- D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$300,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment. An Advanced Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant. Progress Payments shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than March 31, 2026 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole

discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit D shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of

contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith*. The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture*. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND
By:

GRANTEE:

By:

Jackie Miller
Title: Executive Director

Name: Matthew Birnie
Title: County Manager

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

DocuSigned by:

Leah Kahler

7BB0BF69AABB478...

Name: Leah Kahler
Title: Grants Officer

EXHIBIT A Project Summary

Gunnison County and the Sustainable Tourism and Outdoor Recreation Committee (STOR) will utilize GOCO funding to implement the highest priority, shovel-ready stewardship projects across the Gunnison Valley. The coalition will leverage the labor and expertise of several local organizations to collaboratively mitigate erosion along highly used trails, reduce dispersed camping impacts, address beaver conflicts through strategic wetland restoration, help enforce seasonal closures in sensitive wildlife habitat, and provide public education opportunities for sustainable recreation.

GOCO funding will support the capacity of organizations doing work on the ground, including the Crested Butte Mountain Bike Association, Gunnison Trails, and the Student Conservation Association. Funding will also support capacity for a full-time STOR coordinator position shared between the National Forest Foundation and Gunnison County, as well as wetland restoration experts. The project builds on a previous GOCO Stewardship Impact Grant from 2019, as well as leverages funding from the Great American Outdoors Act, Gunnison County, partner organizations, and the Gunnison County Stewardship Fund. Work is slated to start in 2023 and carry into 2025.

The STOR committee is comprised of federal, state, and local agencies, towns, businesses, recreation groups, stewardship organizations, agricultural representatives, and many more. The coalition collectively identifies the highest priority projects to enhance sustainable recreation in the Gunnison Valley. The partnership received the Colorado Lottery Starburst Award in 2022 for its excellent use of GOCO grant funds.

EXHIBIT B
Resolution

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Page 1 of 2
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**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022 - 35**

A Resolution Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County Stewardship Program on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested \$300,000 from Great Outdoors Colorado to implement the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

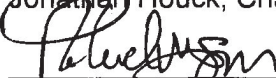
1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

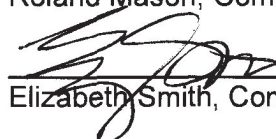
THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Mason, seconded by
Commissioner Smith, and adopted on this 6th day of September,
2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO


Jonathan Houck, Chairperson


Roland Mason, Commissioner


Elizabeth Smith, Commissioner

ATTEST:

Melanie Bellig
Gunnison County Deputy Clerk



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Page 2 of 2
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EXHIBIT C
Approved Budget

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
GOCO Stewardship Impact Grant		\$300,000.00	
Gunnison County	22-Dec		\$20,000.00
National Forest Foundation	22-Dec		\$115,160.00
Source of Funds (IN-KIND)			
Gunnison County	22-Dec		\$8,800.00
	subtotal	\$300,000.00	\$143,960.00
TOTAL SOURCE OF FUNDS			\$443,960.00

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Stewardship Capacity				
Stewardship Capacity	CBMBA, Gunnison Trails, Student Conservation Association, and other local stewardship organizations	\$170,000.00	\$70,000.00	\$240,000.00
STOR Program	Southwest Colorado Program Manager	\$100,000.00	\$60,160.00	\$160,160.00
Resource Protection				
Process Based Restoration	Restoration practitioners and community engagement	\$30,000.00	\$5,000.00	\$35,000.00
	subtotal	\$300,000.00	\$135,160.00	\$435,160.00
Use of Funds (IN-KIND)	Description		Matching Funds	
Category				
Gunnison County	Assistant County Manager for Community & Economic Development			\$8,800.00
	subtotal			\$8,800.00
		GOCO Funds	Matching Funds	
	subtotal	\$300,000.00	\$143,960.00	
TOTAL USE OF FUNDS*				\$443,960.00

* The Total Use of Funds must equal the Total Source of Funds in the section above.

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Category		
National Forest Foundation	Gunnison County Stewardship Fund	\$50,000.00
National Forest Foundation	Great American Outdoors Act	\$50,000.00
	subtotal	\$100,000.00

TOTAL PROJECT VALUE	\$543,960.00
GOCO % of project cost	68%
GOCO % of project value	55%

EXHIBIT D
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the "Property"). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado Women's Wellness Program and Gunnison County Health and Human Services Family Plan

Term Begins: July 1, 2023

Term Ends:

Grant Contract #:

Summary:

Please sign this contract. It appears that amendment 1 was put in incorrectly the first time.

Fiscal Impact: 10,900

Submitted by: Ariel Q Tidwell

Submitter's Email Address: arielqbass@hotmail.com

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/10/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/10/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023

CONTRACT AMENDMENT #: 1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment PSD / WWC 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2023*2302
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	Amendment Contract Number: 2023*2302 Amendment #1
Contract Performance Beginning Date: January 1, 2023	Current Contract Expiration Date: June 29, 2024
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*2302	\$0.00	\$5,187.00	\$0.00	1/1/2023 – 6/29/2023	\$5,187.00
Original Contract	2023*2302	\$3,620.00	\$0.00	\$0.00	1/1/2023 – 6/29/2023	\$3,620.00
Contract Amendment #1	2023*2302 Amendment #1	\$4,938.00	\$0.00	\$0.00	6/30/2023 – 6/29/2024	\$4,938.00
Contract Amendment #1	2023*2302 Amendment #1	\$0.00	\$5,962.00	\$0.00	7/01/2023 – 6/29/2024	\$5,962.00
Current Contract Maximum Cumulative Amount						\$19,707.00

SIGNATURE PAGE

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 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 Matthew Birnie	_____ By: Signature
_____ Name of Person Signing for Contractor County Manager	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

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 under the State Controller Signature. 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 under the State Controller Signature or **June 30, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 29, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce cancer health disparities, and morbidity and mortality rates in Colorado.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: amend Statement of Work (SOW) to fix an administrative error in Primary Activity #2, Sub-Activities #2, and add funds to support the activities and deliverables as set forth in the renewal term SOW.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B., Statement of Work, of the agreement. Exhibit B., Statement of Work, is deleted and replaced in its entirety with Exhibit B., Statement of Work, attached to this Amendment for the following reason: correct the reference of Sub-

Activities 2.1 to Sub-Activities 2 and delete “uninsured/underinsured” from Sub-Activities #2 and replacing the term with “insured” as shown in the attached revised SOW.

- D. The Parties now agree to modify Exhibit C., Budget, of the agreement. Exhibit C., Budget, is deleted and replaced in its entirety with Exhibit C., Budget, attached to this Amendment for the following reason: add funds for FY24 renewal.

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.

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2023*2302

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

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

Citizens of Colorado in the Contractor's service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

1. Action Plan: Identifies the strategy(ies) the Contractor is approved to plan or implement and the detailed steps the Contractor will take to address the objectives of this agreement.
2. CDPHE: Colorado Department of Public Health and Environment.
3. CDPHE-Paid Clinical Services: The Clinical Services component of the Health Navigation and Clinical Services strategy funds breast and cervical cancer screening and diagnostic procedures for eligible, low-income uninsured or underinsured clients.
4. CDPHE Contract Monitor: CDPHE staff member assigned to monitor the contract.
5. Health navigation: Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.

IV. Work Plan:

Goal #1: Facilitate health care services among people who face barriers to good health.	
Objective #1: No later than the expiration date of this contract, reduce cancer health disparities, and morbidity and mortality rates, in Colorado by increasing cancer screening among CDPHE-identified priority populations, especially CDPHE-paid Clinical Services eligible women.	
Primary Activity #1	The Contractor shall, in collaboration with the CDPHE Contract Monitor, draft an action plan outlining: 1. the strategy(ies) (community outreach; health navigation and clinical services) in which the project will focus; 2. the detailed steps which the Contractor shall take to address the objectives of this agreement.
Sub-Activities #1	1. The Contractor shall record their approval by signing the final action plan agreed upon with CDPHE. 2. The Contractor shall update the action plan at a minimum annually.

EXHIBIT B

	3. The Contractor shall record their approval by signing the action plan each time it changes.
Primary Activity #2	The Contractor shall implement one or more strategies and sub-strategies to address cancer prevention and early detection in Colorado.
Sub-Activities #2	1. The Contractor shall implement at least one (1) of the following strategies and sub-strategies to address cancer prevention and early detection in Colorado, as approved by CDPHE in the action plan. a. Community outreach b. Health navigation and clinical services i. Health navigation only among eligible insured clients ii. Health navigation and CDPHE-paid clinical services among eligible clients 2. The Contractor shall report required data related to the strategies listed in the approved action plan.
Primary Activity #3	The Contractor shall participate in CDPHE-required meetings.
Primary Activity #4	The Contractor shall complete Progress Reports.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. 3. The Contractor shall comply with all requirements stated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. This document is incorporated and made part of this contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees. 4. The Contractor shall use all CDPHE-required forms and templates. 5. The Contractor shall submit all final data and reports as non-reimbursable deliverables. 6. The Contractor shall comply with all program activities and requirements stated in the action plan and its referenced documents. 7. The Contractor shall comply with mandatory program reporting processes such as online written reports, data submission or progress calls at an interval outlined in the action plan.

EXHIBIT B

	8. The Contractor shall report required data related to the strategies listed in the approved action plan within 30 days of service delivery and no later than 60 days after the end of the performance period. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, training, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall adhere to the following requirements for the action plan: a. Develop an annual action plan to adopt and implement prioritized strategies approved by CDPHE. CDPHE will inform the Contractor of necessary modification or provide approval of the action plan within 30 business days. b. Modify the action plan in collaboration with the CDPHE Contract Monitor, as needed. c. Obtain approval from CDPHE prior to beginning activities outlined in the action plan. d. Use the action plan developed with CDPHE. e. CDPHE's evaluation of the Contractor's performance will be determined by the Contractor's adherence to the established action plan. 11. CDPHE will provide the Contractor with the Progress Report template that requires the reporting on strategies and tasks listed in the approved action plan. 12. The Contractor shall identify and support key personnel as outlined in the action plan and referenced documents. 13. The Contractor shall communicate with CDPHE within 15 days of a change in key staff responsible for the performance of work during the contract period. 14. The Contractor shall plan to have new staff members receive required training within two (2) months of hire. 15. The Contractor shall comply with CDPHE evaluation and performance measurement efforts. 16. The Contractor shall collect required evaluation and program monitoring data. 17. The Contractor shall submit all deliverables to CDPHE via the method indicated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. 18. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall 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 of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.
Expected Results of Activity(s)	1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations

EXHIBIT B

	3. Analysis of programmatic data submissions. 4. Assessments, data submissions, along with evaluation information.	
Measurement of Expected Results	1. Progress Reports. 2. CDPHE received programmatic data submissions. 3. CDPHE received assessments, along with evaluation information.	
		Completion Date
Deliverables	1. The Contractor shall submit an action plan that includes each of the strategies selected and referenced in this Statement of Work.	No later than the first business day in March in the first budget period of the contract, and then the first business day in August, annually.
	2. The Contractor shall submit a signed action plan.	Within 15 calendar days after CDPHE approval of the initial or modified action plan.
	3. The Contractor shall submit CDPHE-approved Progress Report.	No later than 3/15 in the first budget period of the contract, and no later than 1/15 annually.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. 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 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 CDPHE Contract Monitor 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.



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	6/30/2023 - 6/29/2024	Fiscal Contact Name, Title, Phone and Email	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

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
					\$ -
Personal Services					
Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Patient Navigator	Attend required trainings and education opportunities. Increase eligible population. Data entry and enrollment.	\$ 24.00	\$ 8.70	86.0	\$ 2,812.20
Clinician	Attend required trainings and education opportunities. Increase eligible population.	\$ 42.00	\$ 13.90	24.0	\$ 1,341.60
RN: WWC Coordinator	Attend required trainings and education opportunities. Increase eligible population. Data entry and enrollment. Clinical oversight.	\$ 34.80	\$ 12.50	75.0	\$ 3,547.50
Total Personal Services (including fringe benefits)					\$ 7,701.30
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Operating/supplies	For HNCS. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: https://cancerplan.colorado.gov/help-for-grantees/health-navigation-and-clinical-services/health-navigation-and-clinical-services	\$ 774.33	1.0	\$ 774.33	
Total Supplies & Operating				\$ 774.33	



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
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Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Meals	For HNCS. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is \$66 per person per day.	\$ 66.00	2.00	\$ 132.00
Mileage	For HNCS. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is \$.66/mile.	\$ 0.66	100.00	\$ 66.00
Lodging	For HNCS. Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated X1number of people @ \$150/night. x 1 number of nights.	\$ 150.00	1.00	\$ 150.00
Total Travel				\$ 348.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
				\$ -
Total Contractual				\$ -
SUB-TOTAL OF DIRECT COSTS				\$ 8,823.63
Indirect				
Item	Description of Item	Total Amount Requested		
CDPHE-Negotiated Indirect Cost Rate	Indirect costs. Gunnison County Public Health's approved indirect cost rate is 23.53% effective January 1, 2023.	\$ 2,076.37		
Total Indirect				\$ 2,076.37
TOTAL				\$ 10,900.00

TASK ORDER

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	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 FA 00023 Task Order Number 2023*2302	Task Order Performance Beginning Date The later of the Task Order Effective Date or January 1, 2023
Task Order Maximum Amount Initial Term Fiscal Year 2023 \$8,807.00 Total for All Fiscal Years \$8,807.00	Task Order Expiration Date June 29, 2023 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 Reimbustment Contractor Shall Invoice: Monthly Funding Source: State \$5,187.00 Federal \$3,620.00	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): Procurement Method: Request For Application (RFA) Solicitation Number (if any): 40359
State Representative Emily Kinsella Women's Wellness Connection Section Manager Prevention Services Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 emily.kinsella@state.co.us	Contractor Representative Joni Reynolds Public Health Director 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 jreynolds@gunnisoncounty.org
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 – Colorado Cancer Prevention and Control	

Contract Purpose

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

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 Statement of Work 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 Statement of Work 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 Statement of Work 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 or **January 1, 2023**, whichever is later.

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 DocuSigned by:  DE57D9FBAE8C463 By: Signature Matthew Birnie _____ Name of Person Signing for Contractor County Manager _____ Title of Person Signing for Contractor Date: 2022-11-21 _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director DocuSigned by:  2EDE870A1A7D4EC... By: Signature Lisa McGovern _____ Name of Executive Director Delegate Procurement & Contracts Section Director for _____ Title of Executive Director Delegate Date: 2022-11-21 _____

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

DocuSigned by:



AC2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-11-22

--Signature Page End--

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2023*2302

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** CDPHE Reimbursement Invoice Form. This form is a customized CDPHE Reimbursement Invoice Form that CDPHE will distribute to the Contractor each budget period and is incorporated and made part of this Contract by reference. The Contractor may contact the CDPHE Contract Monitor to obtain additional electronic copies of the invoice form. 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. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor at cdphe_cancer@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.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

If applicable, the Contractor shall be reimbursed for the purchase of allowable Health Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) Health Navigation and Clinical Services Allowable Purchases document. This document is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

2. To receive compensation for Health Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:
 - a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Health Navigation); and/or,
 - b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.
 - a. eCaST Data System

Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within thirty (30) days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State. Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

EXHIBIT A**b. Bundled Payment System (BPS)**

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System (BPS) for Health Navigation and Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at <https://cancerplan.colorado.gov/help-for-grantees>.

Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the CPT Code List. This document is incorporated and made part of this Contract by reference and is available on the following website: <https://cancerplan.colorado.gov/help-for-grantees>.

c. Payment Procedures

Payment to the Contractor for Health Navigation and Clinical Services provided to eligible individual clients is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Payment to the Contractor for expenses not included in the BPS for Cancer Prevention and Early Detection Health Navigation and Clinical Services is made from available funds encumbered and in accordance with the Statement of Work and Budget set forth under this Contract.

Payment to the Contractor for eCaST is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

d. Expenditure Cap for Health Navigation and Clinical Services to Individual Clients (eCaST Amount)

CDPHE will set the expenditure cap for Health Navigation and Clinical Services to individual clients for the Contractor for each budget period. CDPHE may increase or decrease the Contractor expenditure cap at its sole discretion based on the Contractor's spending rate. The Contractor may request to increase or decrease this expenditure cap. Once the expenditure cap is reached or the share of program funds are fully expended, the State will not reimburse for additional expenses incurred by the Contractor unless CDPHE opts to increase the cap.

3. 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 thirty (30) 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.

EXHIBIT A

- 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.
4. 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.
5. The 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, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, 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.
6. The 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.
7. 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.
8. The 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).
9. Notwithstanding the terms contained in Section 10, Insurance, of this Contract, the parties agree to add the following language to the end of Paragraph vi:
 - vii. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.
10. If Contractor indicates full expenditure of funds under this Contract by March 29 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. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 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 March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.
11. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.
12. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

EXHIBIT A

13. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).
14. Notwithstanding the terms contained in the Section 8, Confidential Information-State Records, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.
15. The Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2023*2302

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

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

Citizens of Colorado in the Contractor's service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

1. Action Plan: Identifies the strategy(ies) the Contractor is approved to plan or implement and the detailed steps the Contractor will take to address the objectives of this agreement.
2. CDPHE: Colorado Department of Public Health and Environment.
3. CDPHE-Paid Clinical Services: The Clinical Services component of the Health Navigation and Clinical Services strategy funds breast and cervical cancer screening and diagnostic procedures for eligible, low-income uninsured or underinsured clients.
4. CDPHE Contract Monitor: CDPHE staff member assigned to monitor the contract.
5. Health navigation: Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.

IV. Work Plan:

Goal #1: Facilitate health care services among people who face barriers to good health.	
Objective #1: No later than the expiration date of this contract, reduce cancer health disparities, and morbidity and mortality rates, in Colorado by increasing cancer screening among CDPHE-identified priority populations, especially CDPHE-paid Clinical Services eligible women.	
Primary Activity #1	The Contractor shall, in collaboration with the CDPHE Contract Monitor, draft an action plan outlining: 1. the strategy(ies) (community outreach; health navigation and clinical services) in which the project will focus; 2. the detailed steps which the Contractor shall take to address the objectives of this agreement.
Sub-Activities #1	1. The Contractor shall record their approval by signing the final action plan agreed upon with CDPHE. 2. The Contractor shall update the action plan at a minimum annually.

EXHIBIT B

	3. The Contractor shall record their approval by signing the action plan each time it changes.
Primary Activity #2	The Contractor shall implement one or more strategies and sub-strategies to address cancer prevention and early detection in Colorado.
Sub-Activities #2	1. The Contractor shall implement at least one (1) of the following strategies and sub-strategies to address cancer prevention and early detection in Colorado, as approved by CDPHE in the action plan. a. Community outreach b. Health navigation and clinical services i. Health navigation only among eligible uninsured/underinsured clients ii. Health navigation and CDPHE-paid clinical services among eligible clients 2. The Contractor shall report required data related to the strategies listed in the approved action plan.
Primary Activity #3	The Contractor shall participate in CDPHE-required meetings.
Primary Activity #4	The Contractor shall complete Progress Reports.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. 3. The Contractor shall comply with all requirements stated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. This document is incorporated and made part of this contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees. 4. The Contractor shall use all CDPHE-required forms and templates. 5. The Contractor shall submit all final data and reports as non-reimbursable deliverables. 6. The Contractor shall comply with all program activities and requirements stated in the action plan and its referenced documents. 7. The Contractor shall comply with mandatory program reporting processes such as online written reports, data submission or progress calls at an interval outlined in the action plan.

EXHIBIT B

	8. The Contractor shall report required data related to the strategies listed in the approved action plan within 30 days of service delivery and no later than 60 days after the end of the performance period. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, training, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall adhere to the following requirements for the action plan: a. Develop an annual action plan to adopt and implement prioritized strategies approved by CDPHE. CDPHE will inform the Contractor of necessary modification or provide approval of the action plan within 30 business days. b. Modify the action plan in collaboration with the CDPHE Contract Monitor, as needed. c. Obtain approval from CDPHE prior to beginning activities outlined in the action plan. d. Use the action plan developed with CDPHE. e. CDPHE's evaluation of the Contractor's performance will be determined by the Contractor's adherence to the established action plan. 11. CDPHE will provide the Contractor with the Progress Report template that requires the reporting on strategies and tasks listed in the approved action plan. 12. The Contractor shall identify and support key personnel as outlined in the action plan and referenced documents. 13. The Contractor shall communicate with CDPHE within 15 days of a change in key staff responsible for the performance of work during the contract period. 14. The Contractor shall plan to have new staff members receive required training within two (2) months of hire. 15. The Contractor shall comply with CDPHE evaluation and performance measurement efforts. 16. The Contractor shall collect required evaluation and program monitoring data. 17. The Contractor shall submit all deliverables to CDPHE via the method indicated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. 18. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall 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 of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.
Expected Results of Activity(s)	1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations

EXHIBIT B

	3. Analysis of programmatic data submissions. 4. Assessments, data submissions, along with evaluation information.	
Measurement of Expected Results	1. Progress Reports. 2. CDPHE received programmatic data submissions. 3. CDPHE received assessments, along with evaluation information.	
		Completion Date
Deliverables	1. The Contractor shall submit an action plan that includes each of the strategies selected and referenced in this Statement of Work.	No later than the first business day in March in the first budget period of the contract, and then the first business day in August, annually.
	2. The Contractor shall submit a signed action plan.	Within 15 calendar days after CDPHE approval of the initial or modified action plan.
	3. The Contractor shall submit CDPHE-approved Progress Report.	No later than 3/15 in the first budget period of the contract, and no later than 1/15 annually.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. 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 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 CDPHE Contract Monitor 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.



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

Expenditure Categories						
Personal Services Salaried Employees						
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Personal Services Hourly Employees						
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE	
Nurse	For HNCS: Participate in required training and education, and assist in increasing eligible population.	\$ 38.50	\$ 13.90	30.00	\$1,572.00	
Nurse Practitioner	Participate in required trainings, webinars, patient care, other program related activities. Also performs clinical oversight.	\$ 34.87	\$ 12.50	31.00	\$1,468.47	
Total Personal Services (including fringe benefits)						\$3,040.47
Supplies & Operating Expenses						
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE		
Operating/supplies	For HNCS. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: https://cdphe.colorado.gov/cancer/cancer-prevention-funding-opportunities/health-system	\$ 400.00	1.00	\$400.00		
Postage	For HNCS. Postage for mailing of small media to targeted zip codes, reminder letters. Estimated at \$0.65/each for a total of 50 pieces.	\$ 0.65	50.00	\$32.50		
Registration	For HNCS. Registration costs for staff to attend relevant trainings, including the Colorado Health Navigator Assessment for health navigators. Estimated at \$375.00/training for a total of 2 trainings.	\$ 375.00	2.00	\$750.00		
Translation and Interpretation Services	For HNCS: Translation of outreach materials as needed for culturally and linguistically appropriate relevant small media and education materials to be distributed for educational benefits of the community. Interpretation during educational sessions and events and other meetings. Estimated at \$22.50/item or event for a total of 25 items/events.	\$ 22.50	25.00	\$562.50		



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

Office Supplies	For HNCS: Office supplies (not included in indirect). Estimated at \$16.66/month for 6 months.	\$ 16.66	6.00	\$99.96
Participant support costs	HNCS. Gift cards to reduce the barrier of adult or child care costs or food or grocery gift cards to reduce barriers to screening. Estimated \$30.00/card for a total of 5 cards.	\$ 30.00	5.00	\$150.00
Total Supplies & Operating				\$1,994.96
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Meals	For HNCS. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is \$66.00 per person per day for 5 days.	\$ 66.00	5.00	\$330.00
Mileage	For HNCS. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is \$0.65/mile for an estimated 200 miles.	\$ 0.65	200.00	\$130.00
Lodging	For HNCS. Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 person @ \$200/night for 3 nights.	\$ 200.00	3.00	\$600.00
Participant travel expenses	For HNCS. Taxi, Uber and Lyft vouchers (3 x \$20) or gas cards (3 x \$20) to assist participants in traveling to health system for screening.	\$ 20.00	6.00	\$120.00
Total Travel				\$1,180.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Karen Adamson, WHNP	For HNCS: Colposcopy provider, to train staff in proper screening procedures for WWC program requirements. \$50.00/hour for an estimated 18 hours of training.	\$ 50.00	18.00	\$900.00
Total Contractual				\$900.00
SUB-TOTAL OF DIRECT COSTS				\$7,115.43
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
CDPHE-Negotiated Indirect Cost Rate	Gunnison County's indirect cost rate for CY2022 is 24.18% of Total Direct Costs excluding capital expenditures, rent and participant incentives.	\$1,691.57		
Total Indirect				\$1,691.57
TOTAL				\$8,807.00

Federal Provisions – Colorado Cancer Prevention and Control

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: **Gunnison County Department of Health and Human Services.**
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NU58DP007167.**
- d. The Federal award date is **5/26/2022.**
- e. The subaward period of performance start date is **6/30/2022** and end date is **6/29/2027.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
6/30/2022 - 6/29/2023	\$5,592,359.00	\$4,333,418.00

- g. Federal award title of project or program: **Colorado Cancer Prevention and Control**
The name of the Federal awarding agency is: **Department Of Health And Human Services** and the contact information for the awarding official is **Karen Boone, Email: ikn7@cdc.gov, Phone: 770-448-3087**; 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 Emily Kinsella, Women’s Wellness Connection (WWC) Program Manager, emily.kinsella@state.co.us.
 - h. The Catalog of Federal Domestic Assistance (CFDA) number is **93.898** and the grant name is **Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations.**
 - i. This award **is not** for research & development.
 - j. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
 - k. 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.

Exhibit D

- 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").

Exhibit D

- 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.
 - 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.

Exhibit D

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.
- 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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado for the use & benefit of the Department of Public Health and Environment CYF/CFPS

Term Begins: 07/01/2023

Term Ends:

Grant Contract #: Task Order 2024*0293

Summary:

This project serves to support the Child Fatality Prevention Act. The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why

Fiscal Impact: 10,000

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/11/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/11/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/11/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment CYF/CFPS 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 Task Order Number 2024*0293	Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023
Task Order Maximum Amount Initial Term 7/1/2023-6/30/2024 \$10,000.00 Extension Terms Total for All State Fiscal Years \$10,000.00	Task Order Expiration Date June 30, 2024 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 Funding Source: State \$10,000.00	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): Procurement Method: Exempt
State Representative Kelly Dougherty Injury Prevention Coordinator CYF/CFPS Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email kelly.dougherty@state.co.us	Contractor Representative Joni Reynolds Assistant County Manager for H&HS Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, CO 81230-2333 jreynolds@gunnisoncounty.org
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	
Contract Purpose To support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths.	

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 Statement of Work 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 Statement of Work 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 Statement of Work 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 or **July 1, 2023**, whichever is later.

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 _____ By: Signature FULL NAME _____ Name of Person Signing for Contractor TITLE _____ Title of Person Signing for Contractor Date: _____	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 Effective Date: _____	

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Routing Number 23 FAA 00023

Task Order Number: 2024*0293

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly 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.

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: Kelly Dougherty, (kelly.dougherty@state.co.us)

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 **thirty (30)** 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. If the Contractor fails to correct such deficiencies within **thirty (30)** 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 State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
4. 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, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification.
5. This award does not include funds for Research and Development.

STATEMENT OF WORK
To Original Contract Number 2024*0293

- I. Entity Name:** Gunnison County Department of Health and Human Services
- II. Project Description:** This project serves to support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, are required to establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why children die. The child fatality review process uses a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

This project benefits the State of Colorado by helping the people of Colorado understand the incidence and causes of child fatalities and therefore encourage public action to prevent further child fatalities. Additionally, the project benefits the State of Colorado by identifying services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent, and that are effective in preventing, child fatalities; identifying gaps or deficiencies that may exist in the delivery of services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent child fatalities; and making recommendations for, act as a catalyst for, and implement any changes to laws, rules, and policies that will support the safe and healthy development of the children in this state and prevent future child fatalities.

- III. Definitions:**
- 1. CDPHE – Colorado Department of Public Health and Environment
 - 2. CFPS – Child Fatality Prevention System
 - 3. CRS – Case Reporting System
 - 4. FTP – File Transfer Protocol
 - 5. SUID – Sudden Unexpected Infant Death

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities by preventing child deaths in Colorado due to unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, SUID, suicide, and undetermined causes.	
Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.	
Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.
Sub-Activities #1	1. The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team. 2. The Contractor shall gather case records from the coroner’s office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team. 3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team. 4. The Contractor shall develop case summaries for the purpose of completing the “Narrative” section (Section O) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team. 5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the “Prevention Initiatives

Exhibit B

	Resulting from the Review” section (Section L) of the National Center for Fatality Review and Prevention’s CRS. 6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click “Data entry completed for this case” (in Section P) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.
Primary Activity #2	The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.
Sub-Activities #2	1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports. 2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children. 3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level. 4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level. 5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level. 6. The Contractor shall implement evidence-based, equitable system improvements at the local level. 7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.
Primary Activity #3	The Contractor shall participate in training opportunities.
Sub-Activities #3	1. The Contractor shall attend CDPHE-approved local team trainings. 2. The Contractor shall attend CDPHE-approved web-based trainings.
Primary Activity #4	The Contractor shall evaluate the Colorado CFPS.
Sub-Activities #4	1. The Contractor shall complete the CFPS Local Team Survey.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do. 3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide. 4. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference

	and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 5. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 6. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at https://data.ncfrp.org. 9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two months of the end of the year. 11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. 12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member. 13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways: a. local team data reports, b. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/. 14. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/. 15. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report. 16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/. 17. The Contractor shall provide information on local level prevention strategies and system improvements.

Exhibit B

	18. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract. 19. CDPHE will provide the Contractor with training opportunities. 20. CDPHE will provide the CFPS Local Team Survey to the Contractor. 21. CDPHE will provide progress report templates to the Contractor.	
Expected Results of Activity(s)	1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths. 2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado. 3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.	
Measurement of Expected Results	1. Sections A-O of the National Center for Fatality Review and Prevention’s CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS’ review criteria within the local team’s jurisdiction. 2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.	
		Completion Date
Deliverables	1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention’s CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 12/31, annually
	2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	At two designated dates, 12/31 and 6/30, annually
	3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, 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 require an extension to the timeline, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager 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.



PREVENTION SERVICES DIVISION- FIXED PRICE BUDGET WITH JUSTIFICATION FORM
Original Contract Routing # 2024*0293

Contractor Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title, Phone and Email	Joni Reynolds, Director, (970) 641-7940, jreynolds@gunnisoncounty.org
Budget Period	July 1, 2023 - June 30, 2024	Fiscal Contact Name, Title, Phone and Email	Jody Wise, (970) 641-7679, jwise@gunnisoncounty.org
Project Name	Child Fatality Prevention System	Contract (CT or PO) Number	CT FHLA 2024*0293

Budget Information				
Primary Activity / Deliverable	Description of Activity	Rate	Quantity	Total Amount Requested from CDPHE
Quarter 1 Payment	July 1 through September 30	\$ 2,500.00	1.0	\$ 2,500.00
Quarter 2 Payment	October 1 through December 31	\$ 2,500.00	1.0	\$ 2,500.00
Quarter 3 Payment	January 1 through March 31	\$ 2,500.00	1.0	\$ 2,500.00
Quarter 4 Payment	April 1 through June 30	\$ 2,500.00	1.0	\$ 2,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			TOTAL	\$ 10,000.00

STATE OF COLORADO

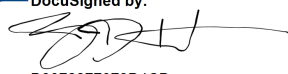
MASTER TASK ORDER CONTRACT

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			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> 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 </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> 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 </td> </tr> </table>		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
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.			

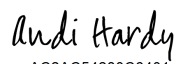
SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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 DocuSigned by:  D9072077079D4CD... By: Signature Jonathan Houck Name of Person Signing for Contractor Chair-Gunnison BOCC Title of Person Signing for Contractor Date: 2022-04-05	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director DocuSigned by:  2EDF070A1A7D4FC... By: Signature Lisa McGovern Name of Executive Director Delegate Procurement & Contracts Section Director ft Title of Executive Director Delegate Date: 2022-04-05

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

DocuSigned by:

AC2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-04-25

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.

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.

- 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.

- 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

- 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

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.

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

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

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.

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.

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.

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.

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

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. 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

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.

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.

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

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.

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

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

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.

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

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.

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--

EXHIBIT 1 – SAMPLE TASK ORDER

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	Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
Master Task Order Contract Number Insert CMS Number of the Master Task Order Contract Task Order Number Insert CMS number or Other Contract Number	Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year
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	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.
Pricing/Funding Price Structure: Choose type Contractor Shall Invoice: Choose frequency Funding Source: Source \$ Amount Source \$ Amount Source \$ Amount	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 #
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	Contractor Representative Enter Contractor Representative's Name Title Entity Name Address Address Email
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	
Contract Purpose Briefly describe the Task Order's purpose.	

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.

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 _____ By: Signature _____ Name of Person Signing for Contractor _____ Title of Person Signing for Contractor Date: _____	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 Effective Date: _____	

--Signature Page End--

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.

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.

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.

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					

Item	Description of Item	Rate	Quantity	
Total Travel				\$0.00
Contractual (payments to third parties or entities)				
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

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.

- 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.

- 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.

- 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

[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.

- 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,

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

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

incident.

- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- 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.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is 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.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amendment No. 5 to Community Integrat

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: n Rocky Mountain Health Maintenance Organization, Inc.("RMHMO") dba United HealthCare Services, Inc.

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Section 8A of the Agreement is hereby deleted in its entirety and replaced with the following: "A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on

Fiscal Impact: \$33,000

Submitted by: bburgess@gunnisoncounty.org

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/12/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 5/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 5/16/2023

**AMENDMENT NO. 5
TO COMMUNITY INTEGRATION AGREEMENT
MR229959**

This AMENDMENT NO. 5 TO COMMUNITY INTEGRATION AGREEMENT ("Amendment") is made as of January 1, 2023 (the "Amendment Effective Date"), between Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") dba United HealthCare Services, Inc., a Minnesota corporation with offices at 9900 Bren Road East, Minnetonka, MN 55343 ("UHS"), on behalf of itself and its affiliates, and Gunnison County Health and Human Services Serving Gunnison County ("Vendor") with its principal offices located at 200 East Virginia Avenue Gunnison, CO 81230 ("Vendor") with reference to the following facts:

A. RMHMO and Vendor previously have entered into that certain Community Integration Agreement, dated January 1, 2019 (the "Agreement").

B. UHS and Vendor now desire to amend the Agreement as set forth below in this Amendment.

In consideration of the mutual promises and covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms defined in the Agreement shall have the same meaning when used in this Amendment.

2. AMENDMENT

2.1 Section 8A (Effective Date/Duration) of the Agreement is hereby deleted in its entirety and replaced with the following:

"A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2023, unless otherwise terminated in accordance with the provisions of this Agreement."

2.2 Exhibit A (Community Integration Agreement – Scope of Services) of the Agreement is deleted in its entirety and replaced with the attached hereto Attachment 1.

3. NO OTHER CHANGES.

Except as specifically amended by this Amendment (and any other amendments executed by the parties) pursuant to Section 9 of the Agreement, the Agreement is unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Amendment Effective Date.

**UNITED HEALTHCARE SERVICES, INC.
ON BEHALF OF ITSELF AND ITS AFFILIATES**

GUNNISON COUNTY HEALTH AND HUMAN SERVICES

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1

Exhibit A to Community Integration Agreement for Gunnison County Health and Human Services Serving Gunnison County

Scope of Services for Integrated Community Care Team (ICCT)

Purpose and Background

This agreement is between RMHMO and Gunnison County Health and Human Services, known as “Contractor.” Contractor agrees to function as an Integrated Community Care Team (ICCT) in Regional Accountable Entity (RAE) Region 1 (including the RMHMO PRIME Program).

ICCTs are a critical component of the RAE, which honors local intelligence and leadership to drive community-level vision and innovation aimed at improving the health and well-being of all community Covered Persons served by Medicaid.

The ICCT builds capacity and infrastructure in the Health Neighborhood by providing comprehensive case management services in Region 1. ICCTs provide team infrastructure, including a supervisor and human resources support; management of payroll, benefits and compensation; access to HIPAA-secure electronic devices; workspace (if needed); compensation for mileage and other necessary and usual supports.

ICCTs are multi-disciplinary and can be comprised of a wide range of health care professionals. The ICCT structure is flexible and can be adapted to the needs of the community being served. Additionally, ICCT staff can be located in multiple settings, including remote locations, a shared administrative office space, community mental health center (CMHC) or primary care medical provider (PCMP) office. Case managements may meet with Covered Persons in their homes and other community locations, like homeless shelters, hospitals and other public places; case management can also occur virtually via a secure telehealth resource.

RMHMO and Contractor agree to develop programs that improve the health and well-being of Colorado Medicaid Members. Such programs shall be designed to

- Promote access to quality care (including specialty and medication services), support health maintenance and preventive health activities, organize care between Members and the health neighborhood (including coordination of medications, specialists, and therapists), and lower barriers to care.
- Prioritize outreach and case management activities for Members identified as complex by RMHMO.
- Development of a trans-disciplinary, community-based case management infrastructure for attributed Covered Persons.
- Integration of behavioral health services in clinical, financial, and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change, and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.
- Development of new data use processes and competencies to align available practice resources with population health management priorities and gaps and increase quality of and access to care.

- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation, and shared decisions; and
- Active partnership with RMHMO in achieving Key Performance Indicator (KPI), Behavioral Health Incentive Program (BHIP), and Performance Improvement Plan (PIP), PRIME Medical Loss Ratio (MLR) goals as set forth in RMHMO's contract with the Colorado Department of Health Care Policy and Financing (HCPF).

I. Key Community Partners

The ICCT and RMHMO acknowledge and agree that, while all parties are collectively and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to be successful does not rest solely within the scope of their respective or collective control. Contractor and RMHMO agree to actively collaborate with other organizations and resources in the community, which share responsibility for program success. ICCTs will have formal and informal relationships with Key Community Partners in the Health Neighborhood. The ICCT will:

1. Outreach to and coordinate with Key Community Partners to establish a point of contact with each entity. Outreach includes the following activities:
 - a. Participation in relevant community efforts, including regional RMHMO initiatives, such as community corrections programs, IOGs, etc.
 - b. Activities to engage Covered Persons using evidence-based/promising practice programs in the community to address social determinants of health (SDOH).
 - c. Identification of barriers that Covered Persons experience when accessing the Health Neighborhood and community resources
2. Reach out to RMHMO for support in establishing more formal memorandums of understanding (MOUs) to support these relationships, as necessary.
3. Offer to meet with and/or present to entities and providers within the Health Neighborhood to introduce the ICCT as a shared resource for the community, describe the services and supports the ICCT provides, how to refer to the ICCT, and develop collaborative processes for referrals and ongoing communication.
4. ICCTs are RAE case management representatives and will ensure that they identify themselves as such in meetings, interactions with Covered Persons and stakeholders and in community settings. As such, ICCTs will maintain professionalism in meetings and when conducting activities on behalf of RMHMO.

II. Sub-Delegation of Agreement Responsibilities

RMHMO agrees to allow Contractor to sub-delegate Case management activities in sections IV through XIX below under this Agreement to the following entities: N/A

1. All sub-delegated CC activities under this Agreement shall be subject to any terms and conditions imposed by RMHMO. RMHMO retains the right to term Contractor's sub-delegated agreements.
2. The sub-delegated entities listed above must assume all such rights, duties and responsibilities of this Agreement and Contractor must execute agreements with sub-delegated entities that reflect these rights, duties, and responsibilities.
3. Contractor is responsible for managing these sub-delegated entities and is ultimately responsible for meeting all terms of this Agreement.

III. Geographic Catchment Area

1. The ICCT is responsible for the RAE Covered Persons (inclusive of RMHMO Medicaid Prime Covered Persons) assigned to Region 1 in a geographic catchment area as defined by RMHMO.

2. Contractor is responsible for all Covered Gunnison County
 - a. Contractor is responsible for providing services for all Covered Persons assigned to them regardless of where the Member does or does not receive care.
3. If it is confirmed that a referral the Contractor receives is for a Covered Person who does not receive care within the geographically defined catchment area, then upon receiving a referral for a Covered Person, regardless of catchment area or attribution, the ICCT will assess and manage the Covered Person for immediate urgent or emergent needs prior to a warm handoff to the appropriate ICCT.
4. If the Covered Person is not eligible for Medicaid or has lost eligibility, the ICCT will assist the Covered Person with either gaining eligibility (if the Covered Person qualifies) or make best efforts to ensure a connection is made with a community partner who is able to provide case management for Covered Person prior to disengaging with Covered Person. In this case, the ICCT may provide case management Services while Medicaid eligibility is established.
5. Contractor will provide case management and support for Covered Persons assigned to the defined geographic catchment area but receiving care outside of the catchment area. This may include individuals receiving care outside of Region 1 in Colorado or receiving care from an out-of-state provider.

IV. Organizational Structure

ICCTs will:

1. Establish a supervisory/management structure.
2. Multidisciplinary ICCTs will organize their work to optimize the use of each staff member's professional credentials, experience, and individual skills. The following are preferred areas of expertise and credentialing within the ICCT:
 - a. Behavioral health (i.e., LCSW)
 - b. Physical health (i.e., registered nurse)
 - c. SDOH (i.e., social worker)
 - d. Outreach and engagement staff who are skilled at broad outreach, including telephone outreach to support transitions of care
 - e. Support staff who can assist Covered Persons with complex needs
3. Follow RMHMO Medicaid Case management Policy and Procedure for case management activities including specific policies and protocols for:
 - a. Receiving and processing referrals
 - b. Conducting follow up outreach calls
 - c. Complex case management screening, assessment, person-centered care planning and goal setting, ongoing management and case closure due to loss of contact or completion of goals
4. Develop strategies and workflows specific to meeting the requirements under this Agreement, including the RMHMO Medicaid Case management Policy and Procedure listed above.
5. Each ICCT will have a "super-user" who is an expert in the RMHMO case management documentation platform (currently Essette) and other case management systems (e.g., health information exchange) and can support light troubleshooting and training for other ICCT staff.
 - a. That person will also interact with RMHMO's Essette support team when more complicated issues arise.

RMHMO will provide timely responses to technical issues and support in developing policies, training, and other elements of the ICCT organizational structure upon request from ICCT.

V. Support of Key Performance Indicator (KPIs) Improvement

1. ICCT will partner with RMHMO and local community stakeholders to impact performance on KPIs, Behavioral Health Incentive Program (BHIP) Measures, PRIME Incentive Measures as defined by CDHCPF. RMHMO will provide ICCT with most current KPI, BHIP, and PRIME incentive Measures specifications. Current measures include:

VI. Complex, Condition Management and Case Management Referral Expectations

1. Covered Persons with complex needs are identified through the Impact Pro risk stratification tool. Impact Pro creates a risk profile based on Member demographics, diagnoses, and health care utilization to generate a risk score predictive of future cost.
2. RMHMO defines Covered Persons as having complex needs if they have the highest Impact Pro risk score in at least one of the the following categories:
 - a. RAE Adults
 - b. RAE Children
 - c. RAE Prime Adults
 - d. RAE Prime Children
3. The RMHMO condition management strategy is designed to reduce the complexity of health care delivery ensure culturally appropriate condition management programs are offered to all Members. RMHMO condition management includes three primary areas of focus:
 - a. Comprehensive Member-centric case management
 - b. Clinical quality improvement
 - c. Cultural competency, diversity, and inclusion

Members are identified through claims and other data sources and are categorized for outreach based on the RMHMO Population Management Strategic Plan, National Committee for Quality Assurance (NCQA) population health program standards and RAE risk stratification requirements.

4. RMHMO will refer Covered Persons included in Complex and Condition Management risk categories to ICCT on a regular basis via Essette referral campaign, ECG Quick Connect, or Secure email. ICCT will reach out to Covered Persons on referral lists to initiate case management. ICCT will complete three outreach attempts using two modalities within a 30-days of referral or until the Member is reached.

VII. Case Management and Complex Case management

Contractor is expected to develop a case management strategy to serve Members case management referred by RMHMO or other community partners. Specific case management tools or strategies can include the following themes:

1. Communication, cultural responsiveness, and disability competent care,
2. Proactive education promoting the effective use of Medicaid benefits,
3. Training resources for case management staff and providers,
4. Use of technology to outreach Covered Persons
5. Promotion of health and wellness – engaging Covered Persons in CDHCPF’s priority areas.

Contractors engaging with any Covered Person for case management purposes will integrate the following approaches when performing outreach activities:

1. Person and family-centered approach to Case management, which takes into consideration the preferences and goals of Covered Persons and their families. This will include cultural and linguistic needs and will connect Covered Persons to the appropriate resources
2. Therapeutic techniques, motivational interviewing, and a trauma-informed approach.

3. Connect Covered Persons with agencies for determination of eligibility for other available benefits and community resources such as TANF, HCBS Waivers, SNAP, etc. and utilize RMHMO and will assist Covered Persons in signing up for benefits, as needed.
4. Coordinate services across all providers within the Health Neighborhood and facilitate communication between providers and other community partners involved in the Covered Person's care.
5. Accompany Covered Persons to appointments as appropriate and requested, supporting them to navigate health and social services.
6. Support Covered Persons to choose and make an appointment with a PCMP and encourage timely preventive care, including well-child visits, immunizations, prenatal and postpartum care, annual dental visits, timely health screenings for adults.
7. Encourage and support self-management of chronic conditions, including diabetes, cardiovascular disease, congestive heart failure, mild to moderate depression and anxiety, and asthma and will refer to disease management programs, if appropriate
8. Support and refer Covered Persons to programs designed to support special populations, crisis programs for intellectual or developmentally disabled individuals, programs for Covered Persons who are involved with criminal justice, etc.
9. Work collaboratively with other community agencies (e.g., CCB, SEP/LTSS), to provide support and successful transitions of care.
10. ICCTs will follow assigned RMHMO process workflows, required turnaround times and documentation standards to ensure consistency and compliance across teams.
11. ICCTs will be responsible for ensuring staff compliance and quality standards are met.
12. ICCTs will ensure that Covered Persons with behavioral health needs are connected to behavioral health providers and resources.

A designated contact from RMHMO's Case management leadership will serve as a resource for ICCTs to provide timely responses to issues, support case reviews, provide guidance, answer questions, and coordinate needed resources.

VIII. Extended Case management Expectations

Extended case management is defined as Covered Individuals with a care plan in place for ongoing case management needs. It is a best practice, whenever possible, for Case management to occur at the point of care. ICCTs serve as practice extenders and add to the overall capacity of the Health Neighborhood to support Case management for Covered Persons with Complex and Condition Management needs. Case management activities are specified within the RMHMO Medicaid Case management Policy and Procedure (Attachment A-1), which guides the required extended case management activities of each ICCT. The policy requires the ICCT to:

1. Accept referrals from any entity in the Health Neighborhood, such as RMHMO case management, other ICCTs, another RAE, practices, hospitals, referrals from community partners, self-referral, etc.
2. Perform an initial screening to determine need for services
3. Complete a comprehensive assessment for Covered Persons with identified needs within two months of initial outreach.
 - a. The assessment will include questions about physical, behavioral health and SDOH needs; will assess for status of cognitive and functional activities of daily living, and instrumental activities of daily living and condition-specific issues. The comprehensive assessment includes documentation of clinical and behavioral health history, including medications, initial assessment of life-planning activities, evaluation of cultural and linguistic needs, preferences or limitations, evaluation of visual and hearing needs, preferences or limitations, evaluation of caregiver resources and involvement and identification of barriers to Covered Person meeting goals or complying with the case management plan. This comprehensive assessment will be face-to-face, if possible.

4. Work with the Member to develop SMART goals and a Member-centered care plan. The care plan will define Member's current supports, providers, and services, identify barriers and will determine frequency of case management outreach and support.
5. Follow up within 7 days for all Covered Persons who are on a care plan if they have had a clinical incident (ER or inpatient visit).
6. Follow up with Covered Persons who miss specialty care appointments to ensure transportation is secure for rescheduled appointment.
7. Evaluate appropriate case closure due to loss of contact or completion of goals.
8. Document activities as set forth in RMHMO's documentation workflows.

IX. Transitions of Care

ICCTs are responsible for supporting transitions of care activities for populations in their geographic catchment area and attributed population. Transitions of care activities have timeliness and other requirements including:

1. Transitions of care activities will be performed for Covered Persons including, but not limited to: children involved with child welfare, Medicaid-eligible individuals transitioning out of the criminal justice system, Covered Persons receiving LTSS services, and Covered Persons transitioning out of institutional settings.
2. ICCT will support transitions for Covered Persons who:
 - a. Transfer from one RAE to another RAE when Covered Persons are actively engaged in Case management and/or receiving covered services through the Capitated Behavioral Health Benefit
 - b. Transfer from institutional settings to community-based services.
 - c. Are children involved with child welfare, children aging out of the foster/kinship care system and other targeted special populations.
 - d. Are Medicaid-eligible Covered Persons transitioning out of the criminal justice system.

Activities to support transitions of care include answering Covered Persons questions, assessing for needs, supporting scheduling of follow-up appointments, ensuring that home care services are established if ordered and proactively identifying and addressing risks associated with hospital readmission or avoidable ER visits and connecting with other agencies to support SDOH, BH, etc.

X. Special Populations

ICCTs are responsible for supporting RMHMO programs that address the needs of Special Populations. It is the role of the ICCT to outreach and intervene with these special populations to link them to appropriate and available services to meet their needs.

1. **Department of Corrections (DOC) Criminal Justice Transitions Program:** Support with physical, behavioral, and social needs as they transition from prison back into the community
2. **Foster Care:** Support them physical, behavioral and social needs as Members transition and establish support.
3. **High Risk Maternity:** Support RMHMO program and work with community partners (e.g., Nurse Family Partnership) to support Members experiencing a high-risk pregnancy.
4. **Complex Newborns:** support family with physical, behavioral and social needs; work closely with Nurse Family Partnership and Healthy Communities to support newborns and their families.
5. **Client Over-Utilization Program (COUP):** The contractor shall review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to the Department.
6. **Persons with Disabilities (PWD):** Support Adults and children with or without Intellectual and Developmental Disabilities (IDD). Focus on supporting physical, behavioral, and social needs through collaboration with SEP/LTSS, CCB, and other community agencies.

XI. Referral Protocols

- ICCTs will be trained in and use available technology to close the referral loop, ensuring to the extent possible that the Covered Person is supported to act on the referral for services and the service provider acknowledges the referral.
- When the ICCT receives a referral from any Health Neighborhood partner, the ICCT is required to acknowledge and respond to the referral within 2 business days.
- The ICCT is encouraged to create a close-the-loop protocol in collaboration with key community partners.

XII. Use of Technology and Tools

In order to support an integrated network of communication across case management resources throughout the region, RMHMO or its partners will provide and support shared technology. ICCTs will be trained on, adopt, and promote the following tools:

- RMHMO Case management platform (currently Essette) and use of Admissions, Discharge and Transfer (ADT) data
- Telehealth platforms designed to increase access to care (e.g., Cirrus MD)

ICCTs agree to adopt future technologies designed to enhance communication across systems, the provider network and support services.

XIII. Training

1. RMHMO will offer the following trainings and encourage Contractor to attend:
 - a. Use of Essette & documentation Standards
 - b. UnitedHealth Care Learning Source Trainings
 - c. Transitions of Care
 - d. Comprehensive Assessment
 - e. Strategies for supporting high-complexity clients
 - f. Bridges Out of Poverty
 - g. Person centered approach to care planning and case management
 - h. Cultural Competency
 - i. Disability competency
 - j. Trauma-informed care
 - k. Knowledge of local resources and services
 - l. Ethics
 - m. Healthy Eating & Active Living and how to promote these activities with Covered Persons
 - n. Stress management & self-care
 - o. Zero Suicide Initiative
 - p. Training for the 7 core competency skills: patient engagement, stages of change, Motivational Interviewing, case management, supporting behavior change, Adherence support, group self-management
 - q. Additional advanced training includes Trans-theoretical model of stages of change, management of chronic pain, family planning and pregnancy/child development, Basic understanding of common disease processes (addiction disorders, diabetes, anxiety, depression, CV disease, etc.).
2. RMHMO will be an ongoing resource for Essette training and support. Reports are available through Essette platform for the ICCTs query that allow them to monitor their own performance under this Agreement.

3. ICCTs will be responsible for completing all recommended and required compliance trainings through UnitedHealthcare LearnSource or other modalities in a timely manner and by required due dates.

XIV. Reporting

1. **Complex Case management Report (Monthly):** If the ICCT documents all of its Case management activities in Essette, RMHMO will pull all RAE 1 Complex Case management data out of that system and provide copies to the Contractor.
 - Complex Case management data is due monthly.
 - RMHMO will send the file via ECG Connect and will provide a due date, 45 days after dissemination of the file. This timeframe is based on initial telephonic outreach within 20 days of receipt of the file and a secondary outreach for Covered Persons not reached within the subsequent 10 days. A letter will be sent to Covered Persons not reached within two telephonic attempts.
2. **Condition Management Report:** If the ICCT has programs for any of the following conditions, the ICCT will provide a description of those programs to RMHMO upon request for reporting to CDHCPF:
 - Maternity
 - Diabetes
 - Hypertension
 - Congestive Heart Failure/ Cardiovascular Disease (CHF/CVD)
 - Asthma
 - Chronic Obstructive Pulmonary Disease (COPD)
 - Anxiety
 - Depression
 - Chronic Pain
 - Substance Use Disorder

ICCT will provide narrative to RMHMO on dates defined by RMHMO based on timeline set by CDHCPF.

3. **COUP Report (Quarterly):** ICCT will review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to CDHCPF. The report is due to the CDHCPF on the 10th business day of the month following the end of the previous quarter.
 - Quarterly COUP Covered Persons Distribution: RMHMO will transmit files to ICCT either via ECG Connect or through an Essette campaign.
 - RMHMO may request a “check in” file of the quarterly COUP Covered Persons progress.
 - Completed COUP Outreach and Navigation file from Contractor will be due within 45 days of dissemination of the COUP Member list.
4. **ICCT Staffing Measures** (At least annually by July 15th of each year and as changes occur:
 - Number of FTEs dedicated to case management
 - Professional credentials of each staff Covered Person
 - Trainings completed during the reporting period for each staff Covered Person
 - Staff retention
 - Staff turnover in the reporting period (including date ranges for any vacancies)
 - Positions filled
 - Length of time position is open
5. **Narrative and Qualitative Reporting**
 - Frequency: as requested

- Qualitative stories on Covered Persons who benefitted from ICCT support and examples of case management activities performed during the reporting period
- Frequency: Bi-annually
- Support RMHMO in pulling records and creating case studies for RMHMO annual HSAG audit.

XV. Meetings, Oversight and Audits.

1. **Meetings:** Each ICCT will meet quarterly with RMHMO; quarterly meetings will cover: Policy and Program updates, contract requirements, performance data, barriers and solutions, training needs, audit results, and additional items as appropriate.
 - a. An ICCT leadership representative or their designee must attend quarterly contract meeting and a quarterly Case management region wide meetings.
 - b. An ICCT leadership representative or their designee must attend ad hoc care conferences (e.g., Creative Solutions) with other key community partners and RMHMO Case management to problem-solve specific complex cases.
 - c. An ICCT leadership representative must attend ad hoc meetings with RMHMO leadership to bilaterally address operational questions and concerns and strategically plan as needed.
2. **Oversight**
 - a. RMHMO will oversee and monitor ICCT activities to ensure that they conform to the goals of its Case management program.
 - b. RMHMO will measure the performance of the ICCTs
 - c. RMHMO will use reports pulled from Essette and reports sent by ICCT teams who do not use Essette to measure performance and complete deliverables.
3. **Audits**
 - a. Annual Audit of each ICCT by RMHMO to include review of documentation for clarity, completeness and quality including a review of Reporting as described in section XVI of this agreement.
 - b. RMHMO will work with Contractor to coordinate dates and times of audits. Audits may result in progressive corrective action as needed to correct concerns identified by RMHMO Case management leadership.

XVI. Budget & Payment

1. ICCT shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement.
2. Payment may be reduced at RMHMO's sole discretion for any staffing vacancies. RMHMO shall not reduce funding by more than an amount that is proportional to the duration of the vacancy. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
3. RMHMO may at its sole discretion reduce payment amounts by up to ten percent (10%) for any quarter where the Contractor does not accept referrals for those Members in their catchment. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
4. Payment Schedule

<u>Payment Dates</u>	<u>Payment Amounts (per quarter)</u>
March 15, 2023	\$8,250.00
June 15, 2023	\$8,250.00
September 15, 2023	\$8,250.00
December 15, 2023	\$8,250.00
<u>Total</u>	<u>\$33,000.00</u>

XVII. Resources and Budget

1. The Contractor will hire and maintain the following positions to support coordination of care for Covered Persons in Contractors Geographic catchment area:
2. (List of resources below, example: list of FTE, table etc.)

<u>Position</u>	<u>FTE</u>
Care Coordinator	0.5
<u>Total</u>	<u>0.5</u>

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Integration Agreement, including but limited to staffing and referral requirements itemized above. The parties explicitly acknowledge that the Medicaid Accountable Care Collaborative Program and the RAE is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RAE payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder

commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

Attachments:

- A-1 RMHMO Medicaid Case management Policy and Procedure
- A-2 AHCM Policy and Procedure
- A-3 RAE 1 Complex Care Report
- A-4 RAE 1 Condition Management Report
- A-5 RAE 1 Population Health Plan

COMMUNITY INTEGRATION AGREEMENT

INTEGRATED COMMUNITY CARE TEAM

ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION,
INC.,
a Colorado corporation d/b/a Rocky
Mountain Health Plans, (herein
"RMHMO")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

GUNNISON COUNTY
DEPARTMENT OF HEALTH AND
HUMAN SERVICES
(Contractor)

Address of Contractor:

220 N. Spruce St
Gunnison, CO 81230

Tax ID No: 84 6000 770

Rocky Mountain Entities (RMEs) offer and administer Health Care Plans in Colorado.

Health Care Plans offered by RMEs are marketed under the trade name of "Rocky Mountain Health Plans."

RMHMO, on behalf of RMEs, desires to delegate Care Coordination activities to Contractor, and Contractor desires to accept such delegation, subject to the attached Terms and Conditions. Contractor will be reimbursed for such Care Coordination activities as set forth in the attached Terms and Conditions.

This Agreement shall have no effect on any other agreements that may exist between the parties.

Contractor and RMHMO agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION, INC.,
a Colorado corporation d/b/a Rocky Mountain
Health Plans

GUNNISON COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES
(Contractor)

By: _____

(Print/type name)

Title: _____

By:  _____
(Signature)

Jonathan Houck
(Print/type name)

Title: Chairperson, BOCC

ATTACHMENTS:

Exhibit A – Scope of Work	Exhibit D – BAA Accountable Care Services: RMHMO and Contractor
Exhibit B – Law Exhibit	
Exhibit C – BAA- Agreement For Protection of Information	

TERMS AND CONDITIONS

1. **Definitions.** The words and terms below each have the following definitions:
 - A. “Anchor Organization” shall mean organizations who have partnered with RMHMO to develop community appropriate strategies related to the wellbeing of Medicaid Recipients. Anchor Organizations will be responsible for convening the Health Neighborhood and community to inform and implement strategies to improve the health of Medicaid members.
 - B. “Behavioral Health Services” shall mean all behavioral health services which a Covered Person is entitled to receive pursuant to the Covered Person’s Health Care Plan.
 - C. “Care Coordination Services” or “CC” shall mean the deliberate organization of Covered Persons care activities between two or more participants (including the Covered Person and/or family members/caregivers) to facilitate the appropriate delivery of physical health, behavioral health, functional Long Term Services and Supports (LTSS) supports, oral health, specialty care, and other services. Care Coordination Services may range from deliberate provider interventions to coordinate with other aspects of the health system to interventions over an extended period of time by an individual designated to coordinate a Covered Persons' health and social needs. These services are described in Exhibit A – Scope of Work and as further described and as assigned to Contractor in Exhibit D – Business Associates Agreement Accountable Care Services: RMHMO and Contractor.
 - D. “Care Coordination Committee” shall mean the committee established by Contractor to be responsible for implementation, oversight and review of the Care Coordination Program in accordance with this Agreement.
 - E. “Care Coordination Program” shall mean the program established and implemented by Contractor to perform the CC activities delegated by this Agreement.
 - F. “Covered Person” shall mean a person enrolled in the Medicaid Accountable Care Collaborative Program (ACC) under a contract between RMHMO and the Colorado Department of Health Care Policy and Financing (CDHCPF).
 - G. “Health Care Plan” shall mean any health care plan administered by RME that is provided pursuant to a contract between CDHCPF and RME for Covered Persons.
 - H. “Health Care Services” shall mean those services provided to Covered Persons, limited to the benefits and subject to the exclusions of the Covered Person’s Health Care Plan.
 - I. “Health Neighborhood” shall mean a network of Medicaid providers ranging from specialists, hospitals, oral health providers, LTSS providers, home health care agencies, ancillary providers, local public health agencies, and county social/human services agencies that support Covered Person’s health and wellness.
 - J. “Key Performance Indicators” (KPIs) — Performance measures tied to incentive payments for the Accountable Care Collaborative.

K. “Medicaid Recipient” shall mean a person CDHCPF certifies as eligible for Medicaid benefits under a Medicaid Contract. Medicaid Recipients are not necessarily considered Covered Persons under this Agreement.

L. “Medical Services” shall mean all medical, surgical, pharmacy, radiological, anesthesia and pathological outpatient and inpatient services which a Covered Person is entitled to receive pursuant to the Covered Person’s Health Care Plan.

M. “Medicare Beneficiary” shall mean a person entitled to the benefits provided under the federal health insurance program for people 65 or over and certain disabled people pursuant to an agreement between RME and CMS.

N. “Primary Care Procedures” shall mean those procedures established by CDHCPF for obtaining and receiving Health Care Services.

O. “Rocky Mountain Entity” or “RME” shall mean RMHMO, or any health maintenance organization, insurance company, health service corporation, or third party administrator that is a subsidiary of RMHMO.

2. Delegated Care Coordination.

A. Delegation of CC. RMHMO, on behalf of RMEs, hereby delegates responsibility for CC to Contractor, as detailed in the attached Exhibit A - Scope of Work to this Agreement and Contractor accepts such delegation. Contractor shall perform CC activities and administer the CC Program in accordance with the terms and conditions of this Agreement, as required by the CDHCPF and with any state or federal laws applicable to CC.

B. CC Program

(1) Intent of Care Coordination Services. The intent of Care Coordination Services is for Contractor to provide the following services for the benefit of Covered Persons:

- (a) Maintain and improve the health and well being of Covered Persons;
- (b) Reduce emergency room visits;
- (c) Reduce unnecessary hospital admissions and re-admissions;
- (d) Prevent duplication of costly treatment;
- (e) Increase the family's understanding of recommended treatments;
- (f) Increase Covered Person and provider satisfaction;
- (g) Augment the support of families by utilizing community resources;
- (h) Ensure long-range comprehensive planning;
- (i) Create independent families;

(j) Encourage families to maintain continuous health care coverage for primary and specialty Medical Services; and

(k) Improve communication across service and support agencies, professionals, volunteers and families.

(2) Essential Activities of Care Coordination Services. Essential activities are delivered through office consultations, home visits, team conferences and telephone conferences. The following are the essential activities that Contractor shall perform in order to provide Care Coordination Services:

(a) Communication/Trust Building. Identifying and supporting family strengths, cultures and values.

(b) Assessment. Collecting and reviewing medical and educational records, and identifying strengths, needs and available resources in concert with the family and providers.

(c) Planning. Assisting the family in determining specific objectives, goals, and actions designed to meet identified needs. The care plan is action oriented and time-specific.

(d) Implementation. Executing specific activities and/or interventions that will lead to accomplishing the goals set forth in the care plan. This involves organizing, securing, integrating, and modifying the resources necessary to accomplish the goals.

(e) Monitoring and Evaluation. Gathering ongoing information from all relevant sources about the care plan and its activities and/or services to enable the Contractor and family to determine the care plan's effectiveness in reaching desired outcomes and goals. This might lead to a change in the care plan in its entirety or any of its component parts.

C. Quality of Care Monitoring Information. Contractor shall notify the RMHMO Quality Improvement (QI) Manager of any potential adverse outcome event related to a Covered Person as soon as Contractor is informed of the situation. RMHMO's QI Manager shall be notified of any occurrence which raises the potential of quality concern issue, including but not limited to the following: (a) unplanned return to the operating room on the same admission, (b) unexpected death during inpatient stay, (c) unplanned removal, injury or repair of organ or structure during a surgical or other invasive procedure; and (d) any other unusual or potentially adverse event of which Contractor becomes aware.

D. Joint Operating Committee. RMHMO and Contractor agree to meet at least quarterly to discuss any operational issues of concern or need with regard to the provision of Care Coordination Services to Covered Persons by Contractor.

E. Records.

(1) Contractor shall maintain records of all CC activities related to Covered Persons on a case-specific basis, including a narrative of CC activities performed, referrals, dates of requests for Health Care or Behavioral Health Services, dates of resolution of requests for Health Care or Behavioral Health Services and Covered Person and identifiers for a minimum of ten (10) years.

(2) Additional records required to be kept by Contractor pursuant to this Agreement and provided to RMHMO shall include, but not be limited to, the following: (1) care coordination assessment tools; (2) annual reports; (3) applicable evaluations, audits, surveys and reports regarding the CC Program; (4) complaints regarding CC activities and actions taken with respect to such complaints; and (5) all CC policies and procedures. All records required by this Agreement shall be retained for not less than ten (10) years.

(3) Contractor shall immediately provide any records and/or reports regarding CC activities to RMHMO upon RMHMO's request.

(4) In providing any records under this Agreement, RMHMO and Contractor shall comply with applicable state and federal laws relating to privacy and confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. No Recourse Against Covered Persons or Colorado. Contractor hereby agrees that in no event, including, but not limited to, nonpayment by RME, RME's insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person, the State of Colorado, any Federal Health Care Program or State Health Care Program or persons (other than the RME) acting on the Covered Person's behalf, for services provided pursuant to this Agreement. This provision does not prohibit Contractor from collecting deductibles, coinsurance or co-payments as specifically provided in the Covered Person's Health Care Plan or fees or supplemental charges for uncovered services delivered on a fee-for-service basis to Covered Persons. Contractor further agrees that (1) this provision shall survive the termination of this Agreement, regardless of the reason for termination, including insolvency of RME, and shall be construed to be for the benefit of Covered Persons, the State of Colorado, any Federal Health Care Program or State Health Care Program, and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and a Covered Person or persons acting on a Covered Person's behalf insofar as such contrary agreement relates to liability for payment for or continuation of services provided pursuant to this Agreement. No changes, modifications, additions or deletions shall be made to the provisions of this paragraph without the prior written consent of the Secretary of the United States Department of Health and Human Services and such changes, modifications, additions or deletions shall become effective on a date no earlier than thirty (30) days after the Colorado Commissioner of Insurance has received written notice of such proposed changes, modifications, additions or deletions with regard to Health Care Plans which are not self insured Health Care Plans.

G. Compliance with Law. Contractor agrees to comply with the terms of Exhibit B, the Law Exhibit.

H. Compliance with The Business Associate Agreement for Protection of Information. The parties agree to execute and comply with the terms of Exhibit C, the Business Associate Agreement for Protection of Information.

I. Additional Obligations. To the extent any state or federal law requires that RME have Contractor perform certain duties or obligations, Contractor shall perform such duties and obligations.

3. Compensation.

A. Compensation for CC. RME will pay Contractor as set forth in attached Exhibit A – Scope of Work for CC services provided to Covered Persons. Contractor agrees to accept the compensation set forth on Exhibit A as full payment and complete satisfaction of any claim for compensation due for CC services provided to Covered Persons. The payment will be made upon RMHMO’s acceptance of deliverables described in Exhibit A and after Contractor submits invoices to RMHMO for such deliverables and ongoing services.

4. Reporting. Contractor shall provide RMHMO with a report detailing the CC Services provided by Contractor. Contractor shall use a format agreed to by the parties, which may include a list of the names and contact information for the organizations visited with during outreach activities. RMHMO shall review the report and shall contact Contractor within ten (10) business days from receipt of the report if RMHMO requires additional information. Specific reporting requirements are set forth in Exhibit A – Scope of Work.

5. RMHMO Audit. RMHMO may conduct audits of CC Program records during regular business hours upon seventy-two (72) hours’ advance written notice to Contractor. The audits shall occur quarterly during the first year of this Agreement, and at least annually thereafter, at intervals to be determined by RMHMO. Contractor shall provide RMHMO with working space for the purpose of such audits. During said audits, RMHMO will need access to consent and release forms, triage interview records, care coordination assessment tools, annual reports, and any other documentation related to CC.

6. Sub-delegation. Contractor shall not sub-delegate any CC activities without the express written approval of RMHMO, and any approved sub-delegation shall be subject to any terms and conditions imposed by RMHMO.

7. Notice of Noncompliance. In the event that Contractor is unable or unwilling to perform any duty or obligation required by this Agreement, Contractor shall immediately notify RMHMO of such fact in writing.

8. Effective Date and Termination.

A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2019, unless otherwise terminated in accordance with the provisions of this Agreement.

B. Unilateral Termination. Notwithstanding the foregoing, this Agreement may be terminated by RMHMO or Contractor without cause on at least sixty (60) days' prior written notice to the other party.

C. Right to Immediate Termination. RMHMO may terminate this Agreement immediately with notice to Contractor if 1) Contractor is suspended from doing business in Colorado; 2) Contractor is not performing CC activities in compliance with CDHCPF requirements; 3) RMHMO revokes the delegation of CC activities pursuant to this Agreement; or 4) RMHMO reasonably determines that continuation of this Agreement may negatively affect Covered Persons' care.

D. Effect of Termination. Contractor's obligations with respect to CC activities performed prior to the effective date of termination shall survive termination of this Agreement.

9. General Provisions.

A. No Rights to Covered Persons. This Agreement shall not be construed to provide any right to a Covered Person or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Agreement. The sole purpose of this Agreement is to establish the respective rights and duties of the parties hereto, each to the other. Any rights of a Covered Person are derived solely from the Covered Person's Health Care Plan.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. This Agreement shall be governed by and construed in accordance with all laws, regulations and contracts of CDHCPF relating to Medicaid Recipients and CHP+ Covered Persons and all laws, regulations and contracts of CMS relating to Medicare Beneficiaries who are Covered Persons. Venue of all matters shall be in Mesa County, Colorado.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to this Agreement.

D. Assignment. Contractor's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Contractor without the prior written consent of RMHMO. RMHMO may assign its rights, duties and responsibilities pursuant to this Agreement, but only if such assignee assumes all such rights, duties and responsibilities.

E. Right of Setoff. If any amounts are owed to RME by Contractor, RME shall have the right to setoff such amounts from any amounts owed to Contractor by RME.

F. Relationship of Parties. This Agreement is intended to create the relationship of independent contractor on the part of Contractor as to the performance of the duties and obligations under this Agreement. Nothing contained herein shall be interpreted to create any relationship of agency, partnership or joint venture between RME and Contractor. Neither party shall represent or hold themselves out to any person or entity other than is consistent with the relationship of independent contractor.

G. Cooperation with RME Providers/ Non-Exclusive Agreement. Contractor acknowledges that RMHMO and RME may enter into other agreements with other entities and persons to assist in the promotion and implementation of Health Care Plans. Contractor agrees to cooperate with RMHMO and RME and all contractees and providers to RMHMO and RME in the provision of health care to Covered Persons.

H. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

I. Amendments. This Agreement may be amended as follows:

(1) Mutual Amendments. This Agreement may be amended upon the mutual written consent of the parties.

(2) State and Federal Law Amendments. RMHMO may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations. Any such unilateral amendment shall become effective on the date stated in the notice of amendment provided that such date is fifteen (15) days following RMHMO's notice to Contractor of the amendment, except that the amendment may become effective on an earlier date if any applicable state or federal law, statute or regulation that was the basis of the amendment requires a specific date of compliance, which date is less than fifteen (15) days following RMHMO's notice.

J. Notices. Whenever required hereunder, notices, except notices of termination and breach, shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail or a recognized overnight delivery service, to the address of the parties set forth on the signature page of this Agreement. Notices of termination and breach shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail, postage prepaid, certified mail, return receipt requested, or via a recognized overnight delivery service to the addresses of the parties set forth on the signature page of this Agreement. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

K. Waiver. No party will be deemed to have waived any rights hereunder unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. The failure to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. All rights and remedies provided for under this Agreement are cumulative. A waiver by any party of a breach of a provision of this Agreement or warranty or representation set forth herein will not constitute a waiver of the breached provision, warranty or representation or any other provision, warranty or representation.

L. Benefit. The terms and provisions of this Agreement shall bind and benefit Contractor and permitted assigns, and shall bind and benefit RMHMO and its agents, employees, representatives, successors and assigns. An RME other than RMHMO shall be a third party beneficiary of this Agreement to the extent that Contractor provides services to Covered

Persons enrolled under such RME's Health Care Plan, or under a Health Care Plan for which such RME is a third party administrator. To the extent an RME other than RMHMO is a third party beneficiary of this Agreement, such RME shall also have the obligations of RME under this Agreement as set forth herein. Each RME shall only have obligations under this Agreement for those services provided under the terms of this Agreement to Covered Persons enrolled under such RME's Health Care Plan or for which Health Care Plan such RME is a third party administrator. Except as provided in this paragraph, no other person or entity shall be a third party beneficiary of this Agreement.

Exhibit A

for Integrated Community Care Team Services

Prioritized Activities and Interventions for RAE Region 1 Enrollees
Regional Accountable Entity
Program Year Ending December 31, 2019

Gunnison County Health and Human Services -Gunnison County
Community Integration Agreement – Scope of Services

I. Purpose and Background

Reunion Health and RMHMO (collectively known as the Reunion Health partnership) have elected to participate in the Colorado Medicaid Accountable Care Collaborative as the Region 1 Regional Accountable Entity (RAE). Integrated Community Care Teams (ICCTs) are a critical component of the Reunion Health partnership's approach, which honors local intelligence and leadership to drive community-level vision and innovation aimed at improving the health and well-being of all community Covered Persons served by Medicaid.

The ICCT builds capacity and infrastructure in the Health Neighborhood by providing care transitions services, care coordination and complex care management. ICCTs are typically housed within an Anchor Organization, which will provide the infrastructure for the team, including a supervisor and human resources support for the team; management of payroll, benefits and compensation; access to HIPAA-secure electronic devices like computers, laptops, tablets or mobile phones; work space (if needed); compensation for mileage and other necessary and usual supports.

ICCTs are multi-disciplinary and can be comprised of nurses, licensed behavioral health professionals, Certified Addiction Counselors (CAC), social workers, and highly trained and experienced non-credentialed professionals that serve as community health workers. The ICCT structure is flexible and can be adapted to the needs of the community being served. Additionally, ICCT staff can be located in a number of settings, including a shared administrative office space, within a community mental health center (CMHC) or primary care medical practice (PCMP) or remotely. Care coordinators meet with Covered Persons in safe locations, like homeless shelters, hospitals and other public meeting places, or via a telehealth tool, available to all ICCT staff.

II. Key Community Partners

The ICCT, its host organization and RMHMO acknowledge and agree that, while all three parties are collectively as well as independently accountable for the achievement of Accountable Care Collaborative goals, their ability to be successful does not rest solely within the scope of their respective or collective control. To that end, Contractor and RMHMO agree to collaborate actively

with other organizations in the community, which share responsibility for program success. These include, but are not limited to:

- Gunnison Valley Family Physicians
- Town Clinic of Crested Butte
- Independent Primary Care Physician Practices
- Specialty Care Providers
- Center for Mental Health
- Independent Behavioral Health Providers
- Gunnison Valley Hospital
- RMHMO Care Coordinators and Care Coordination teams
- Community Options
- DHS in Gunnison County
- Health Department in in Gunnison County
- Nurse Family Partnerships
- Healthy Communities
- Community Health Workers
- Family Resource Center
- Local Interagency Operating Groups (IOGs)
- Hub and Spoke Model for Substance Use Treatment
- Rx for Health
- Licensed Public Health Agency
- Long Term Supports and Services Agencies
- Foster Care Agencies
- Long Term Residential Facilities serving older adults and disabled individuals
- Single Entry Point Agencies

This agreement outlines the specific strategies and initiatives the ICCT will use to accomplish the care coordination activities described briefly above (providing care transitions services, care coordination and complex care management).

III. Outreach to and Coordination with the Health Neighborhood

- To be successful, ICCTs will have documented as well as informal relationships with Key Community Partners in the Health Neighborhood, including but not limited to community based organizations that provide social services, long term care service organizations, Local Public Health Agencies (LPHAs), Primary Care Medical Providers (PCMPs), behavioral health providers, Nurse Family Partnerships, Health Communities, Community Health Workers, Family Resource Center, Local Interagency Operating Groups (IOGs), Hospitals, Hub and Spoke Model for Substance Use Treatment, Rx for Health, LPHAs, LTSS, CMHCs, SEPs, CCBs, specialists, police, jails, schools, other Regional Accountable Entities (RAEs) statewide, other ICCTs within Region 1, and other sources for care coordination and case management in the community. To this end, the ICCT will:
 1. Outreach to and coordinate with the key entities described above to establish a point of contact with each entity and with the ICCT.
 - a. Outreach includes the following activities:
 - i. Participation in relevant Community efforts, including regional RMHMO initiatives, such as Community Corrections programs, AHCM, IOGs etc.
 - ii. Activities to engage LTSS providers
 - iii. Collaboration with Local Public Health Agencies
 - iv. Activities to engage Covered Persons using evidence-based/promising practice programs in the community to address social determinants of health
 - v. Identification of barriers that Covered Persons experience when accessing the Health Neighborhood and community resources
 2. Develop internal policies and procedures for coordinating care with each of the above Key Community Partners who comprise the Health Neighborhood.
 3. Reach out to RMHMO for support in establishing more formal memorandums of understanding (MOUs) to support these relationships.
 4. Offer to meet with and/or present to entities and providers within the Health Neighborhood to introduce the ICCT as a shared resource for the community, describe the services and supports the ICCT provides, how to refer to the ICCT, and develop collaborative processes for referrals and ongoing communication.
 5. ICCTs will also support regular communication between care coordinators and the providers delivering services to Covered Persons to ensure that the PCMP is aware of the Covered Person's status and progress towards goals.

IV. Geographic Catchment Area

1. The ICCT is responsible for the RAE Covered Persons (inclusive of RMHP Medicaid Prime Covered Persons) assigned to Region 1 in a geographic catchment area as defined by RMHMO.
2. Contractor is responsible for all Covered Persons attributed to the following provider clinic locations:
 - Gunnison Valley Family Physicians
 - Town Clinic of Crested Butte
3. If it is confirmed that a referral the Contractor receives is for a Covered Person who does not receive care within the geographically defined catchment area, then upon receiving a referral for a Covered Person, regardless of catchment area, the ICCT will assess and manage the Covered Person for immediate urgent or emergent needs prior to a warm handoff to the appropriate ICCT.
4. If the Covered Person is not eligible for Medicaid or has lost eligibility, the ICCT will assist the Covered Person with either gaining eligibility (if the Covered Person qualifies) or do everything they can to ensure a connection is made with a community partner who is able to provide care coordination for Covered Person prior to disengaging with Covered Person. In this case, the ICCT may provide care coordination services while Medicaid eligibility is established.
5. Contractor will provide care coordination and support for Covered Persons assigned to the defined geographic catchment area but receiving care outside of the catchment area. This may include individuals receiving care outside of Region 1 in Colorado, or receiving care from an out-of-state provider.

V. Organizational Structure

ICCTs will:

1. Establish a supervisory/management structure
2. Multidisciplinary ICCTs will organize their work to optimize the use of each staff covered person's professional credentials, experience and individual skills. ICCTs may have the following skill sets within their staff and these roles may overlap:
 - a. Behavioral health skilled or credentialed staff (i.e. LCSW),
 - b. Physical health skilled or credentialed staff (i.e. registered nurse),
 - c. Staff who have skills related to addressing SDOH (i.e. social worker)

- d. Staff who are skilled at broad outreach, including telephone outreach to support transitions of care
 - e. Staff who are skilled at supporting very complex Covered Persons
- 3. Follow RMHMO Medicaid Care Coordination Policy and Procedure (See Attachment A-1) for care coordination activities including specific policies and protocols for:
 - a. Receiving and processing referrals
 - b. Conducting follow up outreach calls
 - c. Complex case management screening, assessment, person centered care planning and goal setting, ongoing management and case closure due to loss of contact or completion of goals
- 4. Develop strategies and workflows specific to meeting the requirements under this Agreement, including the RMHMO policies and protocol listed above.
- 5. Each ICCT will have a "super-user" who is an expert in the RMHMO care management documentation platform and the Community Resource Network (CRN) and can support light troubleshooting and training for other ICCT staff.
 - a. That person will also interact with Rocky's Essette/CRN support when more complicated issues arise.

RMHMO will offer support in developing policies, training staff and other elements of the ICCT organizational structure as needed.

VI. Support of Key Performance Indicator (KPIs) Improvement

The ICCT will be responsible for supporting RMHMO and Reunion Health programs that address the following Key Performance Indicators (KPIs):

- A. Potentially Avoidable Costs
- B. Emergency Department Visits
- C. Behavioral Health Engagement - percent of Covered Persons who received behavioral health care
- D. Well Visits
- E. Prenatal Care
- F. Annual Dental Care
- G. Health Neighborhood Measure

The ICCT will be responsible for supporting RMHMO and Reunion Health programs that address the following Behavioral Health (BH) Incentive Measures:

- A. Engagement in Outpatient Substance Use Disorder Treatment
- B. Follow-up within 7 days of an inpatient hospital discharge for a Mental Health Condition

- C. Follow-up within 7 days of an Emergency Department (ED) Visit for a Substance Use Disorder
- D. Follow-up after a Positive Depression Screen
- E. Behavioral Health Screening or Assessment for Children in the Foster Care System

VII. Support of Risk Stratified Covered Persons

RMHMO is developing a stratification model that allows us to identify and address health risk in three distinct, related domains: behavioral, physical and social determinants of health. This model will allow RMHMO to classify all Covered Persons into the contractually required four quadrants. Once individuals are identified with emerging risk, the Contractor can provide support and stabilization thus avoiding high utilization episodes.

Intervention frequency: Using the four quadrant model to identify Covered Persons related to their physical and behavioral health risk as well as identifying those in other special populations.

- **Low Risk: Health Promotion and Prevention Activities:** Covered Persons receive health promotion and prevention activities provided by RMHMO only.
- **Medium Risk: Emerging Risk High in One Category (either Behavioral or Physical)** Covered Persons receive at least two touches bi-annually; one of these attempted face to face
- **High-high Risk: Managing Multiple Chronic Conditions:** A comprehensive assessment will occur within 1 month of initial outreach. This comprehensive assessment will be face-to-face, if possible. Follow-up will occur at a minimum every 30 days (monthly), but as frequently as daily depending on the Covered Person's needs both telephonically and face to face with the Covered Person, Family and Care Team. Care coordinators will make best efforts to reach out to other support systems the Covered Person is connected with (LTSS, CCBs etc) and offer support.
- **Triggering events and special populations requiring outreach:** may be additional indicators attached to a Covered Person. (This is in addition to being at one of the risk levels above)

Risk Stratification on Covered Persons will be identified in the RMHMO Care Management platform (currently Essette).

VIII. Covered person Engagement Expectations

Contractor is expected to develop a Covered person engagement strategy. Specific tools or strategies can include the following themes:

- Communication, cultural responsiveness and disability competent care
- Proactive education promoting the effective use of Medicaid benefits
- Training resources for care coordination staff and providers
- Use of technology to outreach covered persons
- Promotion of health and wellness – engaging covered persons in the state’s priority areas

Contractors engaging with any Covered Person for care coordination purposes will integrate the following approaches when performing outreach activities:

1. ICCT staff will use a person- and family-centered approach to Care Coordination, which takes into consideration the preferences and goals of Covered Persons and their families, and then connects them to the resources required to carry out needed care and follow up.
2. All care coordination activities must be culturally and linguistically responsive and support prevention and early intervention, where possible and appropriate.
3. ICCTs will facilitate Covered Person referrals to resources as identified through screening or assessment as it is a best practice to close the referral loop, the ICCT will follow-up with the Covered Person to determine whether the Covered Person acted on referrals.
4. Covered Persons who are lower risk may request care coordination services - ICCT must respond and act upon these requests as they would with Complex case management
5. ICCTs will connect Covered Persons with agencies for determination of eligibility for other available benefits and community resources (TANF, HCBS Waivers, SNAP etc.)
6. ICCTs will coordinate services across all providers within the Health Neighborhood and ICCT staff will support regular communication between care coordinators and the providers who deliver services to Covered Persons, as well as all other community partners/care coordinators involved in the Covered Person's care
7. ICCT staff may accompany Covered Persons to appointments, supporting them to navigate health and social services when requested by the Covered Person
8. Supporting a Covered Person to choose and make an appointment with a PCMP

9. Encouraging timely preventive care, including well-child visits, immunizations, prenatal and postpartum care, annual dental visits, timely health screenings for adults
10. Provide care coordination to all individuals who screen positive on the AHCM screener and have two or more ER visits. Follow the AHCM workflow defined in Essette and document in an AHCM Compliant way. (See AHCM Policy and Procedure, attachment A-2)
11. Support and refer Covered Persons to current and future programs that address SDOH, like B4 Babies, transportation programs, AHCM referral loop closure, Gunnison County Community Corrections, etc.
12. Encourage and support self-management of chronic conditions, including diabetes, Cardiovascular Disease, Congestive Heart failure, mild to moderate depression and anxiety, and asthma.
13. Support and refer Covered Persons to programs designed to support special populations, like Healthy Harbors, crisis programs for intellectual or developmentally disabled individuals, programs for Covered Persons who are involved with criminal justice, etc.
14. Support and refer Covered Persons to other programs as identified by the ICCT or RMHMO
15. It is the ICCT's responsibility to respect when a Covered Person has chosen another agency to coordinate their transitions of care and necessary for the ICCT to work collaboratively with that agency to ensure a successful transition of care. Care coordinators will make best efforts to reach out to other support systems the Covered Persons is connected with (LTSS, CCBs etc) and offer support.
16. ICCT will support regular communication between care coordinators and the practitioners delivering services to Covered Persons

IX. Complex Care Coordination

It is a best practice, that as much as possible, care coordination should take place at the point of care. ICCTs serve as practice extenders and add to the overall capacity of the Health Neighborhood to support care coordination for Covered Persons with complex needs.

1. Care coordination activities are specified within the RMHMO Medicaid Care Coordination Policy and Procedure (Attachment A-1), which guides the required activities of each ICCT. The policy requires:

- a. Open door entry into care coordination – ICCTs must be able to accept referrals from any entity in the Health Neighborhood such as RMHMO care management, other ICCTs, AHCM referrals, referrals from another RAE, referrals from practices and hospitals, referrals from community partners, self-referral etc.
- b. Initial screening to determine need for services for Covered Persons who are referred to Care Coordination (through providers, through self-referral)
- c. Ongoing review of the monthly Covered Person risk stratification report to proactively identify and reach out to high-risk individuals or individuals that have an increased risk compared with previous reports, as defined in the RMHMO Medicaid Care Coordination Policy and Procedure (Attachment A-1)
- d. A comprehensive assessment inclusive of physical, behavioral health and SDOH, cognitive and functional (ADLs, IADLs) status, and condition-specific issues, as specified by the Medicaid Assessment in RMHMO's care management platform will occur within 2 months of initial outreach. The comprehensive assessment includes documentation of clinical and behavioral health history, including medications, initial assessment of life-planning activities, evaluation of cultural and linguistic needs, preferences or limitations, evaluation of visual and hearing needs, preferences or limitations, evaluation of caregiver resources and involvement and identification of barriers to Covered Person meeting goals or complying with the case management plan.
- e. This comprehensive assessment will be face-to-face, if possible. Follow-up will occur at a minimum monthly, but as frequently as daily depending on the Covered Person's needs both telephonically and face to face with the Covered Person, Family and Care Team.
- f. Person-centered care planning with collaborative S.M.A.R.T.¹ goal setting which considers preferences and desired level of involvement in the case management plan.
- g. Follow up with covered persons that miss specialty care appointments to ensure transportation is secure for rescheduled appointment
- h. Appropriate case closure due to loss of contact or completion of goals

2. All activities must be completely documented as set forth in RMHMO's documentation workflows provided during training.

3. For Covered Persons with a behavioral health issue as their primary concern, a designated staff covered person of the ICCT, preferably a person with a

¹ S.M.A.R.T. goals are specific, measurable, achievable, results-focused, and time- bound

behavioral health background and training, will serve as the designated liaison and collaborate with the Covered Person and the Covered Person's preferred behavioral health provider to support the care plan developed by the behavioral health provider. If the Covered Person does not have an established relationship with a behavioral health provider, then ICCT will work with the Covered Person to establish a relationship.

4. For complex care coordination, a 6 to 9 month time-limited engagement is preferred, with ongoing efforts to move towards Covered Person self-sufficiency
5. ICCT staff will use therapeutic techniques like motivational interviewing to achieve progress and should focus on recovery and resilience, have a trauma-informed approach and be Covered Person and family-centered
6. Some ICCTs may provide non-emergent transport or support to access NEMT in areas where available- **not applicable for all ICCTs**
7. A designated contact from RMHMO's Care Management ICCT leadership will serve as a resource for ICCTs to support case reviews, provide guidance, answer questions and coordinate needed resources.

X. Screening and Navigation for Social Determinants of Health (AHCM)

Screening and Navigation Requirements for Social Determinants of Health are specified within the AHCM Policy and Procedure, Attachment A-2, which guides the required activities of each ICCT. The policy requires:

1. Open door entry into care coordination – ICCTs must be able to accept referrals through the AHCM screening performed by practices and hospitals and work to coordinate services across all social determinants of health providers within the Health Neighborhood (food, housing, transportation etc.)
2. Follow the AHCM workflow defined in Essette and document in an AHCM Compliant way

XI. Transitions of Care

ICCTs are responsible for supporting transitions of care activities for the population in their given geographic catchment area. Transitions of care activities have timeliness and other requirements as follows:

1. Transitions of care activities will be performed for the following Covered Persons including, but not limited to, children involved with child welfare, Medicaid-eligible individuals transitioning out of the criminal justice system, Covered Persons receiving LTSS services, and Covered Persons transitioning out of institutional settings. ICCT will support transitions for Covered Persons who
 - a. Transfer from one RAE to another RAE when Covered Persons are actively engaged in Care Coordination and/or receiving covered services through the Capitated Behavioral Health Benefit.
 - b. Transfer from institutional settings to community-based services
 - c. Are children involved with child welfare, children aging out of the foster/kinship care system and other targeted special populations
 - d. Are Medicaid-eligible Covered Persons transitioning out of the criminal justice system
2. The ICCT will designate staff to serve as the Contractor's single point of contact with the different systems and settings.

Activities to support transitions of care include: answering the Covered Persons questions, supporting scheduling of follow-up appointments, ensuring that home care services are established if ordered and proactively identifying and addressing risks associated with hospital readmission or avoidable ER visits and connecting with other agencies to support SDOH, BH etc

XII. Special Populations

1. ICCTs are responsible for supporting RMHMO programs that address the needs of Special Populations:
 - a) Criminal Justice Transitions Program: outreach and intervene with Covered Persons in the program in order to link the Covered Persons to appropriate and available services.
 - b) High Risk Pregnant Women Outreach: outreach and intervene with Covered Persons in the program in order to link the Covered Persons to appropriate and available services.
 - c) COUP: The Contractor shall outreach and intervene with Covered Persons identified as meeting overutilization criteria in order to link the Covered Person to appropriate and available services.

The contractor shall review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to the Department.

- d) Participation in UHG Hot Spotters Program

Hot spotters is a national high touch, low volume program led by United Health Group focused on identifying the highest acuity covered persons and creating a multi-disciplinary care team. The four pillars used to identify covered persons are medical, psychological, social and opioid use. The goal is to create a community dialogue, engage resources and work through complexities and barriers to find solutions. RMHP has identified covered persons who fit this criteria, and is reviewing data regularly on these covered persons. RMHP will share referrals with the ICCT teams to focus resources on covered persons who meet the criteria for participation in the hot spotters program. RMHP will send referrals via Essette or secure email to ICCT teams.

XIII. Care Coordination Standards for Individuals with Complex Needs, Transitions of Care and Special Populations

- 1) Outreach once alert received via discharge notification from physical or behavioral health facility, SNF, rehab or other LTC facility or IMD denial – within 48 hours of discharge
 - a) PH: go through Discharge orders, Rx, Red Flags, set up appts.
 - b) BH: follow up – appointment occurring within 7 days with a CMHC or PCP with behavioral health services on site; discharge orders Rx; red flags
 - c) IMD: look for other services and appropriate level of care placement
- 2) ED follow up post discharge –30 calendar days on high ED or COUP list, or drug safety program
- 3) COUP: 2 outreach calls to each Covered Persons on COUP list per quarter
- 4) ED follow up post discharge for primary substance use disorder (SUD) diagnosis: Outreach within 5 days to make sure appointment scheduled within 7 days with BH provider
- 5) Transfer from one RAE to another RAE when Covered Persons are actively engaged in Care Coordination and/or receiving covered services through the Capitated Behavioral Health Benefit - within 2 business days of referral from other RAE
- 6) Referral to care coordination – follow up within 2 business days
 - includes United Health Group Hot Spotters program and AHCM referrals (within 48 hours), referrals from another RAE, referrals from practices, Statewide Crisis Line and Nurse Advice Line, referrals from community partners, self-referral etc.

XIV. Referral Protocols

1. ICCTs will be trained on and use available technology to close the referral loop, ensuring to the extent possible that the Covered Person is supported to act on the referral for services and the service provider acknowledges the referral.
 - a. The ICCT is encouraged to create a close-the-loop protocol in collaboration with key community partners
2. When the ICCT receives a referral from any Health Neighborhood partner, the ICCT is required to acknowledge and respond to the referral within 2 business days.

XV. Use of Technology and Tools

In order to support an integrated network of communication across care coordination resources throughout the region, RMHMO or its partners will provide and support shared technology. ICCTs will be trained on and adopt the following tools:

1. RMHMO Care Management platform (currently Essette) and use of ADT data
2. EasyCare – a tool to enhance communication between care coordinators and Covered Persons which supports HIPAA-secure text messaging and video supported encounters.
3. Community Resource Network (CRN) – a tool used to document AHCM screenings, referrals, identify a Covered Person’s care team Covered Person across systems, facilitate high-level communication across social, medical and behavioral health sectors and support ADT message transfers to social services agencies.
4. ICCTs agree to adopt future technologies designed to be non-duplicative and enhance communication across systems, the network and support services

XVI. Training

A. All current ICCT staff will be required to attend the following trainings annually (and newly hired ICCT staff within a 6-month period after initiation of employment). A trainer employed by the ICCT host organization or by RMHMO or one of the Reunion Health partners may provide trainings. Other Community Health Neighborhood partners who provide best practices trainings may be approved.

1. Use of Essette & documentation Standards
2. Transitions of Care
3. Comprehensive Assessment
4. Strategies for supporting high-complexity clients
5. RMHMO reports and data as needed to support ICCT activities
6. RMHMO and State systems as needed to support ICCT activities
7. RMHMO Care management workflows & policies

8. Bridges Out of Poverty
9. Person centered approach to care planning and care coordination
10. Establishing referral protocols with Community Mental Health Centers (CMHCs) and overview of CMHC systems
11. Cultural Competency
12. Disability competency
13. Trauma-informed care
14. Knowledge of local resources and services
15. Ethics
16. Healthy Eating & Active Living and how to promote these activities with Covered Persons
17. Stress management & self-care
18. Zero Suicide Initiative
19. Knowledge of how to support access to Medicaid benefits, and other means-tested benefits including SNAP, WIC, TANF, Medicaid Waivers and other state programs
20. Training for the 7 core competency skills: patient engagement, stages of change, Motivational Interviewing, care coordination, supporting behavior change, Adherence support, group self-management
21. Additional advanced training includes: Trans-theoretical model of stages of change, management of chronic pain, family planning and pregnancy/child development, Basic understanding of common disease processes (addiction disorders, diabetes, anxiety, depression, CV disease, etc.)

B. Additional Training Required for Care Coordinators who work with pediatric Covered Persons:

1. Child and adolescent development
2. Family planning and pregnancy
3. IEPs & IDEA
4. EPSDT
5. Behavior Management Training

C. RMHMO will be an ongoing resource for Essette training and support. Through the Essette platform, ICCTs will receive Admissions, Discharge and Transfer data (ADT), care plans, assessments etc. for Covered Persons.

D. RMHMO will work provide Essette reports to ICCT that allow them to monitor their own performance under this Agreement

XVII. Reporting

1. Care Coordination Activity Report (Monthly):

Note: If the ICCT documents all of its care coordination activities in Essette, RMHMO will pull all RAE 1 Care Coordination data out of that system.

If the ICCT *does not* document all of its care coordination activities in Essette, then the ICCT is required to complete RAE 1 Care Coordination Report by the 15th working day of the month following the previous month. (see attachment A-3)

The report is due to the State on the 10th business day of the month following the end of the previous month.

2019 due dates:

February 14, 2019
May 15, 2019
August 14, 2019
November 14, 2019

2. COUP Report (Quarterly):

The Contractor shall review quarterly COUP report on its attributed covered persons, outreach to all covered persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to the Department. The report is due to the State on the 10th business day of the month following the end of the previous quarter. For ICCTs who document in Essette outreach must be complete and documented in Essette 14 business days prior to the below due dates.

Note: For ICCTs who do not document in Essette, the COUP Report is due to RMHMO 14 business days prior to the below due dates:

2019 due dates:

January 14, 2019
April 12, 2019
July 12, 2019

3. ICCT Staffing Measures (Monthly):

- a. Number of FTEs dedicated to care coordination
- b. Professional credentials of each staff covered person
- c. Trainings completed during the reporting period for each staff covered person (RMHMO will provide a template)
- d. Staff retention
 - i. Staff turnover in the reporting period
 - ii. Positions filled
 - iii. Length of time position is open

4. Narrative and Qualitative Reporting

- a. Frequency: as requested
Qualitative stories on Covered Persons who benefitted from ICCT support and examples of care coordination activities performed during the reporting period,
- b. Frequency: Quarterly
Communications with and outreach to the Health Neighborhood – this may include attendance at community meetings, presentations to community organizations, discussions with practices, etc.
- c. Frequency: Annually
Support RMHMO in pulling records and creating case studies for RHMMO annual HSAG audit.
- d. Frequency: Biannually This information will be shared with RMHMO in narrative form twice annually. RMHP would like to review the initial response by the end of Q1, 2019 – March 31, 2019. The responses from the ICCTs will be included in the covered person engagement report shared with HCPF, per the RAE contractual requirements.
Covered person Engagement: ICCT will share with RMHMO any specific tools or strategies that they use as an organization to increase covered person engagement.

XVIII. Meetings & Oversight

1. Meetings

- A. Quarterly meetings with policy and program updates
- B. A supervisory/leadership representative from the ICCT or their designee must attend monthly regional meetings and quarterly region wide meetings
- C. A supervisory/leadership representative from the ICCT or their designee must attend ad hoc care conferences with other key community partners and RMHP Care Management to problem-solve specific complex cases.
- D. A supervisory/leadership representative from the ICCT or their designee must attend ad hoc meetings with RMHP care management Leadership, RMHP Community Integration Leadership to bilaterally address operational questions and concerns and to strategically plan as needed.
- E. Scheduled and ad hoc meetings with ICCT and host organization leadership and/or staff covered persons

2. Oversight

RMHMO will oversee and monitor ICCT activities to ensure that they conform to the goals of its Care Coordination program.

RMHMO will measure the performance of the ICCTs

RMHMO will use reports we pull from Essette and those reports sent by ICCT teams who do not use Essette that measure and will request information from the ICCT on the following:

- Completion of covered person outreach by ICCT for all campaigns as detailed above in Care Coordination Standards for Individuals with Complex Needs, Transitions of Care and Special Populations section
- Care Coordinator training completion
- Community Engagement
- Development of a Covered person engagement strategy

3. Assessment:

There will be a quarterly visit to each ICCT by RMHMO to review performance

4. Audits

Frequency: Semiannual: Audit of each ICCT by RMHMO to include review of documentation for clarity, completeness and quality including a review of Reporting as described in section XVI of this agreement

Frequency: Annual: Audit conducted by RMHMO in preparation for contract renewal: will use results of quarterly audits and feedback, dashboard results, review of any covered person feedback, review of any community feedback, and outcomes for catchment area as reporting becomes available.

Frequency: Semiannual: Audit of compliance with delegated care coordination per NCQA

As a result of audits, there may be progressive corrective action as needed to correct concerns identified by RMHMO Care Management leadership.

XIX. Budget & Payment

I. ICCT shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement.

Resources and Budget

The Contractor will hire and maintain the following positions to support coordination of care for Covered Persons in Contractors Geographic catchment area. The Contractor will notify RMHMO if any of the named positions are vacant for greater than two months.

Position Title	Licensure	FTE	Employer
Care Coordinator		0.5	Gunnison County HHS
TOTAL:		0.5	

Contractor shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement. This budget is inclusive of all expenses including but not limited to FTEs salary and benefits, administrative time, computer, phones and travel expenses:

II. Payment Schedule will be as follows:

Payment Dates	Payment amounts (per quarter)
March 15, 2019	\$8,320.00
June 15, 2019	\$8,320.00
September 15, 2019	\$8,320.00
December 15, 2019	\$8,320.00
Total amount payable for January 1 – December 31, 2019	\$33,280.00

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Integration Agreement. The parties explicitly acknowledge that the Medicaid Accountable Care program and the Regional Accountable Entity is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RAE payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

Attachments:

A-1 RMHMO Medicaid Care Coordination Policy and Procedure

- A-2 AHCM Policy and Procedure
- A-3 RAE 1 Care Coordination Report
- A-4 RAE 1 Population Health Plan

EXHIBIT B
TO
COMMUNITY INTEGRATION AGREEMENT

The terms of this Exhibit are made a part of and are included within the Agreement to which this Exhibit is attached. All capitalized terms not defined in this Exhibit are defined in the Agreement. Any party (Contractor) entering into the Agreement with RMHMO shall comply with all applicable terms and conditions of this Exhibit. The applicability of each paragraph depends on the type of Health Care Plan for which Contractor provides Health Care Services and is noted below.

SECTION I. The paragraphs in Section I apply to all Health Care Plans.

1. Non-Discrimination. Contractor agrees to comply with all applicable state and federal laws respecting discrimination and unfair employment practices.

2. Equal Opportunity. It is the policy of RMHMO to provide equal opportunity and to prevent discrimination based on race, color, sex, sexual orientation, gender identity, national origin, age or disability in admission or access to, or treatment or employment in, RMHMO programs, health care plans, and activities to the extent required by applicable law. Contractor shall comply with this policy as may be required by law. All federally funded benefits and services are provided in accordance with Title VI of the Civil Rights Act, as amended, Section 504 of the Rehabilitation Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, Section 1557 of the Patient Protection and Affordable Care Act, as amended, as well as other related laws. **In addition, the parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a), and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** All Contractors and subcontractors are notified of their responsibility to comply with these laws. The EEO Officer is responsible for compliance with state and federal equal opportunity laws. The EEO Officer is also responsible for implementing the Equal Opportunity Plan. If Contractor or a Covered Person has any questions concerning this policy, Contractor or Covered Person should contact the RMHMO Member Concerns Coordinator at (800) 346-4643 or (970) 243-7050, or TTY (970) 248-5019 or (800) 704-6370; para asistencia en Español llame al (800) 346-4643.

3. Compliance Plan. RMHMO has a compliance plan (Compliance Plan) in place. Contractor shall not take any action to cause a violation of the terms of this Compliance Plan. A copy of the Compliance Plan will be provided to Contractor upon written request. Contractor shall contact the Compliance Officer at RMHMO if Contractor becomes aware of or suspects any fraud, waste, abuse or non-compliance with the Compliance Plan.

4. Illegal Aliens. Contractor certifies that Contractor does not knowingly employ or contract with any illegal aliens to perform services under the Agreement. If RME obtains actual knowledge that Contractor knowingly employs or contracts with an illegal alien to perform services under the Agreement, RME shall (1) notify Contractor within three (3) days that RME has actual knowledge that Contractor is employing or contracting with an illegal alien to perform services under the Agreement; and (2) terminate the Agreement, unless, within three (3) days of receiving notice from RME, (a) Contractor stops employing or contracting with the illegal alien to perform services under the Agreement, or (b) Contractor provides information to RME to establish that Contractor has not knowingly employed or contracted with the illegal alien to perform services under the Agreement. If Contractor becomes aware that Contractor has employed an illegal alien to perform services under the Agreement, whether knowingly or unknowingly, Contractor must end such employment immediately.

5. Program Eligibility. RMHMO and Contractor represent to the other that they have not been debarred,

suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Neither RMHMO nor Contractor will take any action during the term of this Agreement which would result in it being debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. In addition, during the term of this Agreement, Contractor has not and will not arrange or contract with any employee, contractor, or agent for the provision of items or services under this Agreement who Contractor knows or should know is debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Contractor will provide RMHMO with validation that all its employees, contractors, subcontractors, or agents have been screened for debarment, suspension or exclusion in Medicare or any other State Health Care Program or Federal Health Care Program. If either party determines that the other party is, or becomes during the term of this Agreement, debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program, the party that is not debarred, suspended, or made otherwise ineligible may terminate this Agreement immediately.

SECTION II. The paragraphs in Section II apply to Federal Health Care Programs.

1. Incorporation of Federal Acquisition Regulations by Reference. Because RMHMO is a contractor with the federal government, the following provisions are incorporated by reference into the Agreement with the same force and effect as if the provisions were given in full text. These provisions are incorporated into the Agreement only to the extent required by applicable law. Upon request, RMHMO will make the full text of the provisions available:

- A. Equal Opportunity (48 C.F.R. § 52.222-26);
- B. Covenant Against Contingent Fees (48 C.F.R. § 52.203-5)
- C. Utilization of Small Business Concerns (48 C.F.R. § 52.219-8);
- D. Small Business Subcontracting Plan (48 C.F.R. § 52.219-9);
- E. Convict Labor (48 C.F.R. 52.222-3)

F. Prohibition of Segregated Facilities (48 C.F.R. § 52.222-21) To the extent required by applicable law, Contractor certifies that Contractor does not and will not maintain or provide for Contractor's employees any segregated facilities as defined in 48 C.F.R. § 52.222-21(a) at any of Contractor's establishments, and that Contractor does not and will not permit Contractor's employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall be a violation of the Equal Opportunity provision in paragraph 1;

G. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (48 C.F.R. § 52.222-35);

- H. Affirmative Action for Workers with Disabilities (48 C.F.R. § 52.222-36);
- I. Anti Kickback Procedures (48 C.F.R. § 52.203-7); and
- J. Government Property (48 C.F.R. § 52.245-1).

2. Prohibition Against Use of CMS Funds to Influence Legislation on Appropriations. No part of any funds paid to Contractor under this Agreement for Health Care Services provided to Medicare Beneficiaries shall be used to pay the salaries or expenses of Contractor or any agent acting for Contractor to influence legislation or appropriations pending before Congress.

3. Disclosure of Information. Contractor shall establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or others in carrying out the terms of the Agreement shall be used by or disclosed by it, its agents, officers or employees, except as provided in Section 1106 of the Social Security Act (42 U.S.C. § 1306) and regulations prescribed thereunder.

4. Termination of CMS Contract. In the event RMHMO's Medicare contract is terminated or non-renewed, the Agreement, to the extent it concerns RMHMO's Medicare contract with CMS, will be terminated

unless CMS and RMHMO agree to the contrary. Such termination shall be accomplished by delivery of a written notice to Contractor of the date upon which said termination will be effective. Notwithstanding the foregoing, if RMHMO desires to continue the Agreement relative to RMHMO's business after the Medicare contract between CMS and RMHMO has been terminated or non-renewed, RMHMO may do so provided that RMHMO assures to CMS in writing that CMS' obligations will terminate at the time the Medicare contract terminates or is non-renewed, subject to termination cost provisions provided for in the Medicare contract.

5. Liquidated Damages. The following provision is applicable only if the Agreement contains a liquidated damage provision which is related solely to Medicare. CMS, after consultation with RMHMO, shall have the right to determine that the specified levels of performance have not been attained by Contractor. In such event, CMS may direct RMHMO to notify Contractor of CMS' determination that liquidated damages apply and to set-off the liquidated damages against Contractor. CMS shall reimburse RMHMO for all reasonable costs relating to this activity and shall honor any judgment or award rendered against RMHMO directly resulting from the enforcement of such provision as directed by CMS. Failure of RMHMO to timely comply with such direction, shall constitute cause for the application of any and all administrative, statutory, and judicial remedies which may be available to CMS pursuant to CMS' agreement with RMHMO, including, but not limited to, offsetting an amount equivalent to the amount of such unenforced liquidated damages. In the event that such offset is made, RMHMO shall be obligated to continue to perform all terms and conditions of such agreement without additional payment from CMS attributable to such offset amounts.

6. Downstream Contractual Obligations. To the extent not already set forth herein, Contractor agrees to comply with all applicable requirements and obligations to which RMHMO is bound, including but not limited to, the applicable requirements of 42 C.F.R. § 422.504 and 42 C.F.R. § 423.505. In addition, Contractor represents and agrees all services and activities performed by Contractor and any agent or subcontractor shall be consistent with RMHMO's contractual obligations with CMS.

7. CMS Requirements for Medicare Contracts. Contractor shall comply with all applicable requirements of law, with regard to providing Health Care Services to Medicare Beneficiaries. Contractor agrees to the following regarding providing Health Care Services to Medicare Beneficiaries:

A. The Department of Health and Human Services (HHS), the Comptroller General, or their designees may audit, evaluate, or inspect any pertinent information for any particular contract period, including but not limited to, any books, contracts, computer or other electronic systems, including medical records, patient care documentation, as well as all other records of Contractor that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Agreement, or as HHS, the Comptroller General, or their designees may deem necessary to enforce RMHMO's contract with CMS to provide services to Medicare Beneficiaries. Contractor shall comply with the provisions of 45 C.F.R. § 74, et seq., concerning granting HHS and the Comptroller General of the United States, and any other authorized representatives, access to books, documents, papers and other records.

B. Contractor shall make available, for the purposes specified in paragraph (A) above, its premises, physical facilities and equipment, records relating to its Medicare Beneficiaries, and any additional relevant information that CMS may require.

C. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through 10 years from the end of the final contract period or completion of audit, whichever is later unless--

(1) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Contractor at least 30 days before the normal disposition date;

(2) There has been a termination, dispute, or allegation of fraud or similar fault by Contractor, in which case the retention may be extended to 6 years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or

(3) CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Contractor at any time.

D. Contractor agrees that it will require all related entities, contractors and subcontractors to agree to the terms above regarding audits, evaluations, and inspections by HHS, the Comptroller General or their designees.

E. Contractor agrees to provide Health Care Services to Medicare Beneficiaries in a manner consistent with professionally recognized standards of health care.

F. Contractor shall comply with the confidentiality and enrollee accuracy requirements of CMS regulations with regard to Medicare Beneficiaries including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

G. Medicare Beneficiaries will not be held liable for payment of any fees that are the legal obligation of RMHMO. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

H. For all enrollees eligible for Medicare and Medicaid, Contractor may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Contractor will: (1) accept RMHMO's payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §422.504(g)(1)(iii)]

I. Any services or other activity related to the Agreement which are performed by Contractor are consistent and comply with RMHMO's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

J. All contracts or written arrangements between Contractor and subcontractors or first tier or downstream entities for the provision of Health Care Services to Medicare Beneficiaries must contain a provision requiring that any services or other activity performed by such subcontractor, or first tier or downstream entity are consistent and comply with RMHMO's contractual obligations under its contract with CMS, and include the requirements, as applicable, of this subsection.

K. RMHMO may only delegate functions regarding services for Medicare Beneficiaries to Contractor, a subcontractor or downstream entity in a manner consistent with the requirements, laws, rules, and regulations governing Medicare. All contracts or written arrangements, including the delegation of any of RMHMO's activities or responsibilities under RMHMO's contract with CMS, must specify that the related entity, contractor or subcontractor must comply with all applicable Medicare laws, regulations, and CMS instructions. Any delegated activities or responsibilities under the Agreement shall be delineated in a separate exhibit attached to the Agreement. CMS and RMHMO reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or RMHMO determine that such parties have not performed satisfactorily. RMHMO, its affiliates, or its designee will monitor the performance of Contractor on an ongoing basis. Such monitoring may include, but not be limited to, review of reports, documentation, source code, etc. requested by RMHMO or its designee which demonstrate that delegated functions are being appropriately completed by Contractor. Contractor, any related entity, or any subcontractor providing services pursuant to the underlying contract or agreement shall permit and will fully cooperate with such ongoing monitoring, including allowing RMHMO, its affiliates or its designee access to systems, documents, records and any other information necessary to monitor delegated activities or responsibilities. Any costs incurred by RMHMO in monitoring the performance of Contractor, any related entity, or any subcontractor will be the responsibility of RMHMO. Any costs incurred by Contractor, any related entity, or any subcontractor for the performance of activities as part of the ongoing monitoring will be the responsibility of Contractor. RMHMO will not pay for Contractor travel expenses related to monitoring and auditing activities, unless agreed to in advance by the parties. The credentials of medical professionals affiliated with Contractor will be either reviewed by RMHMO or the credentialing process will be reviewed and approved by RMHMO and RMHMO must audit the credentialing process on an ongoing basis. If RMHMO delegates the selection of providers, contractors, or subcontractor, RMHMO retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

8. Fraud Training. Contractor agrees to complete fraud training annually as required by 42 CFR §

422.503(b)(4)(vi)(C) and 42 CFR § 423.504(b)(4)(vi)(C). RMHMO will accept the certificate of completion of the CMS training as satisfaction of this requirement.

9. Overpayments. Contractor agrees to report and return to RMHMO, as required by 42 U.S.C. § 1320a-7k(d) any funds received, retained or derived from payments under Title XVIII or XIX of the Social Security Act to which Contractor is not entitled. Contractor shall report and return such funds to RMHMO no later than 60 days after Contractor identifies the overpayment. The report to RMHMO shall include a written statement of the reason of the overpayment.

In the event of a conflict between the terms and conditions above and the terms of the Agreement, the terms above control.

SECTION III. The paragraphs in Section III apply to State Health Care Programs.

1. Confidentiality. RMHMO is subject to the requirements of 45 C.F.R. § 205.50, as amended, section 10-16-423, C.R.S., as amended, and 42 C.F.R. §§ 431.304 — 431.307, as amended, regarding confidentiality of health information about Medicaid Recipients. Contractor shall hold and receive any health information about Medicaid Recipients subject to the above confidentiality requirements. Contractor shall comply with 42 C.F.R. part 431, subpart F, including 42 C.F.R. § 431.301, and section 26-1-114, C.R.S., regarding the confidentiality of information concerning applicants for and recipients of public assistance. Contractor shall protect the confidentiality of all Medicaid Recipient and CHP+ Covered Person records and other materials that are maintained in accordance with the terms of RMHMO's Medicaid Contract and CHP+ Contract. As part of these requirements, Contractor shall advise its employees and subcontractors, if any, that they are subject to these confidentiality requirements. Except for purposes directly connected with administration of RMHMO's Medicaid Contract or CHP+ Contract, no information about or obtained from any Medicaid Recipient or CHP+ Covered Person in the possession of Contractor shall be disclosed in a form identifiable with the Medicaid Recipient or CHP+ Covered Person without prior written consent of the Medicaid Recipient or CHP+ Covered Person, as applicable, or, if such Medicaid Recipient or CHP+ Covered Person is a minor, without the written consent of such minor's parent or guardian.

2. Records and Audits. Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services to Medicaid Recipients and CHP+ Covered Persons under this Agreement sufficient to disclose fully the nature and extent of services/goods provided to each Covered Person. These records shall be maintained according to statutory or general accounting principles and shall be easily separable from other Contractor records. 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 payment was made and shall include, but are not limited to:

- A. All medical records, service reports, and orders prescribing treatment plans;
- B. Records of goods, including such things as drugs and medical equipment and supplies, and copies of original invoices for such goods; and
- C. Records of all payments received for the provision of such services or goods.

All such records, documents, communications, and other materials shall be maintained by Contractor for a period of ten (10) years from the date services are provided under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending with regard to such services, or until an audit by or on behalf of the federal or state government 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 ten (10) year period, or if audit findings have not been resolved after a ten (10) year period, the materials shall be retained until the resolution of the audit finding. Further, Contractor agrees to grant the State of Colorado, CMS, HHS OIG, and the Comptroller General the right to audit, evaluate and inspect any books, contracts, electronic systems and rights to access the premises, physical facilities and equipment of contractors and subcontractors where work is conducted pertaining to the services and the Agreement at any time and this right is preserved for ten (10) years after

completion of the contract or completion of an audit, whichever is later. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit Contractor at any time.

3. Insurance. The terms of this paragraph only apply to Contractor if and to the extent it is a “Subcontractor” providing goods and services under the Medicaid Contract. For purposes of this paragraph, “Subcontractor” means a third party engaged by RMHMO to aid in performance of its obligations under the Medicaid Contract. If Contractor is a Subcontractor which is a public entity within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as amended (the GIA), then Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance if requested by RME. If Contractor is not a public entity within the meaning of the GIA, but is a Subcontractor, Contractor shall obtain and maintain during the term of this Agreement the following:

A. Worker’s Compensation Insurance as required by the state of Colorado (State) statute, and Employer’s Liability Insurance covering all of Contractor’s or subcontractor’s employees acting within the course and scope of their employment.

B. General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- (1) \$1,000,000 each occurrence;
- (2) \$1,000,000 general aggregate;
- (3) \$1,000,000 products and completed operations aggregate; and
- (4) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to RMHMO a certificate or other document satisfactory to Contractor showing compliance with this provision.

C. Protected Health Information Insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use and disclosure of Protected Health Information with minimum limits as follows:

- (1) \$1,000,000 each occurrence; and
- (2) \$2,000,000 general aggregate.

D. 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.

E. The State shall be named as additional insured on all Commercial General Liability policy (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors.

F. Coverage required of Contractor and subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

G. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to RMHMO and RMHMO shall forward such notice to the State within seven days of RMHMO’s receipt of such notice.

H. All insurance policies in any way related to this Agreement and secured and maintained by Contractor or its subcontractors shall include clauses stating that each carrier shall waive all rights of recovery,

under subrogation or otherwise, against RMHMO or the State, its agencies, institutions, organizations, officers, agents, employees and volunteers.

Contractor shall provide certificates showing insurance coverage required to RMHMO within seven (7) business days of the effective date of this Agreement. No less than fifteen (15) days prior to the expiration date of any such coverage, Contractor shall deliver to RMHMO certificates of insurance evidencing renewals. Upon request of RME, Contractor shall within ten (10) days of such request, supply to RME evidence satisfactory to the State of compliance with the provisions of this paragraph.

4. Untrue or Misleading Information. Contractor shall not knowingly provide untrue or misleading information, as defined at sections 10-16-413(1)(a)-(c), C.R.S., regarding RMHMO's Medicaid Plan, CHP+ Program, other Medicaid managed care organizations, or Medicaid or CHP+ Program eligibility, to RMHMO Medicaid Recipients or CHP+ Covered Persons.

5. Medicaid Recipient Rights. Contractor shall comply with the requirements of RMHMO's Medicaid Contract with regard to the rights of Medicaid Recipients, including but not limited to the following:

A. Contractor shall provide interpreter services for Medicaid Recipients with communication disabilities or non-English speaking Medicaid Recipients when such an interpreter is necessary in order to render effective communication in connection with the provision of Health Care Services. RMHMO will assist Contractor in providing information in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example are visually limited or have limited reading proficiency.

B. Contractor shall provide Medicaid Recipients, in terms the Medicaid Recipients can understand, an explanation of the Medicaid Recipients complete medical condition, recommended treatment, risk(s) of the treatment, expected results and reasonable medical alternatives. If the Medicaid Recipient is not capable of understanding the information, the explanation shall be provided to the Medicaid Recipient's biological, adoptive or foster parent, guardian or designated client representative, and documented in the Medicaid Recipient's medical record.

C. Contractor shall ensure that Medicaid Recipients have the rights set forth in 42 C.F.R. section 438.100(b)(2), including but not limited to the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, consistent with 42 C.F.R., section 438.100.(b)(2)(v).

6. Medicaid and CHP+ Contracts Statutes and Regulations. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, Contractor and any subcontractor of Contractor shall comply with the following statutes and regulations:

- A. Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101, et seq.)
- B. Age Discrimination in Employment Act of 1967 (29 U.S.C. 621-634)
- C. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101, et seq.)
- D. Equal Pay Act of 1963 (29 U.S.C. 206(d))
- E. Immigration Reform and Control Act of 1986 (8 U.S.C. 1324b)
- F. Clean Air Act (42 U.S.C. 7401, et seq.)
- G. Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 CFR Part 60)
- H. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.)
- I. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)
- J. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, et seq.)
- K. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e)
- L. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, et seq.)

M. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended (Civil Rights Division)

N. Section 1557 of the Patient Protection and Affordable Care Act, as amended.

Contractor shall also comply with any and all laws and regulations applicable to these laws prohibiting discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, disability, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. In addition, Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction and services purchased. Any provider who feels that he/she has been discriminated against has the right to file a complaint either with the Colorado Department of Human Services or with the U.S. Department of Health and Human Services Office for Civil Rights.

7. Certifications. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, RMHMO is required to include in the Agreement and obtain Contractor's agreement to the following:

A. Lobbying.

(1) No Federal or appropriated funds have been paid or will be paid by or on behalf of Contractor, 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 contract, grant, loan or cooperative agreement that utilizes Federal funds.

(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 an 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 Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) Contractor shall require that the language of this certification be included in the award documents for subawards at all tiers (including 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 the 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.

Contractor shall include, without modification, the above certification in any subcontract to the Agreement it may enter into.

B. Suspension and Debarment. Contractor certifies that, to the best of its knowledge and belief, that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Contractor shall require that the language of the above certification be included in any subcontract to this Agreement into which it may enter and shall require any subcontractor to include the language of the above certification in any sub-subcontract to this Agreement into which subcontractor may enter. Contractor shall provide immediate written notice to RMHMO if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency. The terms "covered transaction," "debarment," "suspension," "ineligible," "principal," and "voluntarily excluded," as used in this paragraph have the meanings set out in 2 CFR Parts 180 and 376.

8. Enrollment Requirements. Contractor shall be enrolled with the State of Colorado in accordance with the disclosure, screening, and enrollment requirements of 42 CFR Part 455, Subparts B and E and the requirements of the State of Colorado for Medicaid and CHP+ providers. Contractor shall include in its application to RME, its Medicaid identification number and the date of Colorado Medicaid enrollment or most recent validation.

9. State Contracts. In addition to the foregoing, to the extent Contractor provides services to Medicaid Recipients and/or CHP+ Covered Persons, Contractor agrees to comply with all applicable Medicaid laws and regulations, including applicable subregulatory guidance and the requirements of the Medicaid Contract and CHP+ Contract that are applicable to subcontractors, as defined in such contracts.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION, INC.,
a Colorado corporation d/b/a Rocky Mountain
Health Plans (herein "RMHMO")

GUNNISON COUNTY
DEPARTMENT OF HEALTH AND
HUMAN SERVICES
(Contractor)

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Contractor:

220 N. Spruce St.
Gunnison, CO 81230

Tax ID No: 84 6000 770

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Vendor/Contractor are parties to an underlying agreement for services.

The terms of the underlying agreement for services result in Vendor/Contractor's providing services to RMHMO, who is classified as a "Business Associate" of the Colorado Department of Health Care Policy and Financing under the Health Insurance Portability and Accountability Act of 1996.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all vendors and contractors and subcontractors who require access to PHI in order to perform functions on behalf of an RME.

Vendor/Contractor and RMHMO agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION, INC., a
Colorado corporation d/b/a Rocky Mountain
Health Plans

GUNNISON COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES
(Contractor)

By: _____
(signature)

By: 
(Signature)

(print/type name and title of signatory)

Jonathan Houck, Chairperson, BOCC
(Print/type name)

Effective Date: _____
(To be completed by RMHMO)

TERMS AND CONDITIONS

I. Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. All terms defined in this Business Associate Agreement shall have a meaning consistent with terms defined in 45 C.F.R. Parts 160 and 164. Capitalized terms in this Business Associate Agreement are defined as follows:

A. “Business Associate” shall mean, with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

B. “Business Associate Agreement” means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

C. “Covered Entity” shall have the meaning of the term “covered entity” as defined in 45 C.F.R. 160.103.

D. “Designated Record Set” means PHI maintained by or for RME, including but not necessarily limited to (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, case or medical management records; and (iii) any other records used, in whole or in part, to make decisions about Individuals.

E. “Disclose,” “Disclosing” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

F. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and related HIPAA regulations (45 C.F.R. Parts 160-164) including specifically any amendments or additions to such regulations and the HIPAA Omnibus Rule.

G. “HIPAA Omnibus Rule” shall mean the Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act, 78 Federal Register 5566 (January 25, 2013), and any amendments thereto.

H. “Individual” means a natural person who is the subject of PHI.

I. “Information Privacy and Protection Laws” mean (i) HIPAA; (ii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iii) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (iv) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals’ status as consumers; and (vi) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual or RME.

J. “Minimum Necessary Information” means (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party’s policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party’s reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

K. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164 (Subparts A and E), and as amended.

L. "Protected Health Information" or "PHI" shall have the meaning as the term "protected health information" in 45 C.F.R. 160.103 and generally includes any information that identifies or could reasonably be believed used to identify an Individual, which in any way concerns that Individual's health status, health care, or payments for his or her health care.

M. "Receive," "Receiving" or "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of Information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

N. "Rocky Mountain Entity" or "RME" means RMHMO and any present or future subsidiaries of RMHMO.

O. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and as amended.

P. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

Q. "Third Party" means any individual, person, or organization not a party to this Business Associate Agreement.

R. "Unsecured PHI" shall have the same definition as the term is given in 45 C.F.R. 164.402.

S. "Use" means the sharing, employment, application, utilization, examination, analysis, de-identification or commingling with other information, of information by a party that holds that information.

II. Permitted Uses and Disclosures by Vendor/Contractor.

A. Permitted Uses. The purpose(s) for which Vendor/Contractor may Use, Disclose, or have access to PHI includes those Uses, Disclosures, or access specifically identified in the underlying agreement when Vendor/Contractor is performing a function, service, or activity on behalf of RME. Specifically,

the scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by Vendor/Contractor includes PHI necessary to perform functions required by the underlying agreement for services.

B. Compliance with Law. Vendor/Contractor will not Use, Disclose, or access PHI in violation of any Information Privacy and Protection Laws.

C. Limitations on Use and Disclosure. Vendor/Contractor further agrees to not Use or Disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law. Vendor/Contractor will not transfer PHI outside the United States without the prior written consent of RME. In this context, a "transfer" outside the United States occurs if Vendor/Contractor's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI. Vendor/Contractor may not use or disclose PHI in a manner that would violate HIPAA if done by RME, except as provided in Section III.D.

D. Management and Administration. Vendor/Contractor may use PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities. Vendor/Contractor may Disclose PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities, provided the Disclosures are required by law, or Vendor/Contractor obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Vendor/Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. Obligations and Activities of Vendor/Contractor.

A. Independent Obligation. Vendor/Contractor, consistent with its independent obligations under HIPAA, will comply with applicable provisions of the Security Rule and the Privacy Rule with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.

B. Access to Records. Vendor/Contractor agrees to provide access, at the request of RME and in the time and manner designated by RME, to PHI in a Designated Record Set to RME or, as directed by RME, to an Individual in order to meet the requirements under 45 CFR 164.524. This is not

necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

C. Amendment to Records. Vendor/Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that RME directs or agrees to pursuant to 45 CFR 164.526 at the request of RME and in the time and manner designated by RME. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

D. Accounting for Disclosure of Records. Vendor/Contractor shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R 164.528. The record of the Disclosure shall include the following information: (a) the date of the Disclosure, (b) the name and address of the organization and/or individual Receiving the information; (c) a brief description of the information Disclosed; (d) if the Disclosure was not to the Individual, the purpose for the Disclosure; and (e) a copy of all requests for Disclosures. Vendor/Contractor agrees to provide to RME, in the time and manner designated by RME, information collected in accordance with this section, to permit RME to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

E. Mitigation. Vendor/Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor/Contractor of a Use or Disclosure of PHI by Vendor/Contractor in violation of the requirements of this Business Associate Agreement.

F. Minimum Necessary and Limited Data Set. Generally, Vendor/Contractor's Use, Disclosure, or request for or of PHI shall utilize a limited data set if practicable. If use of a limited data set is not practicable, Vendor/Contractor shall limit the Use, Disclosure, or request to the Minimum Necessary Information for purposes of that transaction in accordance with HIPAA. Information required to be provided or submitted in standard transactions adopted under HIPAA and implementing regulations and authority are presumed to meet the Minimum Necessary Information requirements.

G. Security/Notification of Breach. At all times following the Receipt of PHI, until such time as the PHI is no longer in Vendor/Contractor's possession or subject to its control:

(1) Vendor/Contractor shall implement administrative, physical, and technical safeguards, as required by the Security Rule that reasonably and appropriately protect the

confidentiality, integrity, and availability of PHI that it creates, Receives, maintains, or transmits on behalf of RME. Such administrative, physical, and technical safeguards, and other appropriate safeguards, shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Business Associate Agreement; and

(2) Vendor/Contractor shall notify RME within five (5) days of becoming aware of (i) any Use or Disclosure of PHI not provided for by or contrary to the terms of this Business Associate Agreement; and (ii) any Security Incident. Any breach of Unsecured PHI must be reported by Vendor/Contractor to RME as required at 45 CFR 164.410, without unreasonable delay and in no case later than five (5) calendar days after discovery of the breach.

H. Agents and Subcontractors. Vendor/Contractor agrees to ensure that any agent or subcontractor of Vendor/Contractor that creates, Receives, maintains, or transmits PHI agrees to the same restrictions and conditions that apply to Vendor/Contractor with respect to the PHI. Further, Vendor/Contractor shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Vendor/Contractor shall maintain the right to terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations or cure such violations within thirty (30) days, and shall take such other action as required by HIPAA, including reporting the violation to the U.S. Secretary of the Department of Health and Human Services.

I. Covered Entity Obligations. To the extent that Vendor/Contractor is carrying out RME's obligations under HIPAA, Vendor/Contractor shall comply with the requirements of HIPAA that apply to RME in performing such obligations.

J. Audits. Vendor/Contractor agrees to make its internal practices, books, and records relating to its access to, and Use and Disclosure of, PHI received from or on behalf of RME or created by Vendor/Contractor on behalf of RME available to RME or, at the request of RME, to the U.S. Secretary of the Department of Health and Human Services (Secretary) in a time and manner designated by RME or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.

K. Compliance with Law and Agreement. Each party to this Business Associate Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all

applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Business Associate Agreement.

IV. Information Transmission Agreement

A. Transmission of PHI. In arranging for transmission or exchange of PHI with RME, regardless of the format of the information or the method of transmission utilized, Vendor/Contractor will cooperate with RME to reasonably safeguard such information from unauthorized Disclosure.

V. Term and Termination

A. Effective Date. The Effective Date of this Business Associate Agreement shall be the effective date indicated on the signature page of this Business Associate Agreement.

B. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

C. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, following RME's discovery and determination of a material breach by Vendor/Contractor of the terms of this Business Associate Agreement, and Vendor/Contractor's failure to cure or end the violation within any time period agreed to by RME, if any, RME may:

(1) Terminate this Business Associate Agreement and the underlying agreement or contract upon written notice to Vendor/Contractor without any judicial intervention being required and without liability for such termination; or

(2) If termination is not feasible, report the issue to the Secretary of the U.S. Department of Health and Human Services.

D. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Business Associate Agreement, for any reason, Vendor/Contractor shall return or destroy all PHI Received from RME, or created or Received on behalf of RME. Vendor/Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Vendor/Contractor, and to PHI Disclosed by Vendor/Contractor to Third Parties.

(2) In the event that Vendor/Contractor determines that returning or destroying PHI is not feasible, Vendor/Contractor shall provide to RME notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Vendor/Contractor shall extend the protections of this Business Associate Agreement to any PHI that is so retained and not destroyed and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as such PHI is maintained.

E. Archiving of Information. Any Information retained by Vendor/Contractor pursuant to paragraph V.D.2. above shall be returned or destroyed when the circumstances making its return or destruction infeasible no longer exist, and until such time, Vendor/Contractor shall continue to comply with all requirements and protections that apply to PHI under this Business Associate Agreement for as long as such information is retained.

VI. General Provisions

A. Amendment of Agreement. This Business Associate Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (1) RME may unilaterally amend this Agreement in order to comply with HIPAA and any other applicable federal or state laws or regulations, effective immediately upon written notice to Vendor/Contractor; and (2) upon the addition of, change, or amendment to HIPAA or any other applicable federal or state laws or regulations relevant to the terms of this Business Associate Agreement which would require an amendment, this Business Associate Agreement shall be deemed to be amended to comply with such addition, change or amendment.

B. Indemnification. Each party will indemnify, hold harmless, and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Business Associate Agreement.

C. Survival. The obligations of Vendor/Contractor under section V.D. of this

Business Associate Agreement shall survive termination of the underlying agreement.

D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

E. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of RME). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.

F. RMEs Benefit from Agreement. An RME other than the signatory to this Business Associate Agreement shall be a third party beneficiary of this Business Associate Agreement to the extent that Vendor/Contractor provides services to such RME. To the extent that an RME other than the signatory to this Business Associate Agreement is a third party beneficiary of this Business Associate Agreement, such RME shall also have the obligations of the signatory to this Business Associate Agreement as set forth herein.

G. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third Party without the prior written consent of all other parties.

H. Interpretation. Any ambiguity in this Business Associate Agreement or inconsistency with a provision of the underlying agreement shall be resolved in favor of a meaning that permits RME to comply with applicable Information Privacy and Protection Laws.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT ACCOUNTABLE CARE SERVICES: RMHMO AND CONTRACTOR

Rocky Mountain Health Maintenance Organization, Inc. (“RMHMO”) and (“Partnering Organization”) identified as “Contractor” in the signature block desire to enter into this BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) to describe the purposes, activities, scope, limitations, requirements, and roles of the parties with respect to the collaborative data use, access and aggregation in order to conduct research, treatment and health care operations activities associated with various Initiatives described herein.

RECITALS

RMHMO has been, and may in the future be, engaged in projects, pilot programs, government programs, and other activities related to innovative health care programs, transformative care models, and payment reform and related assessments (“Initiatives”), including for example: efforts to increase the integration and coordination between primary care and behavioral health care, mental health care and substance abuse treatment, and community based resources; Medicaid Accountable Care Collaborative and “medical home” models of care; the Colorado Primary Care Initiative; efforts to increase the efficient and secure exchange of health information and data among authorized health care providers.

On occasion, RMHMO and its participating providers and Partnering Organizations want to assess the impacts of such Initiatives and models in order to contribute to generalizable knowledge through research to report on such Initiatives, or provide information that is useful in relation to assessing and improving RMHMO’s and the various practices’ health care operations activities and the practice’s treatment protocols or guidelines. For example, RMHMO may work with the University of Colorado to conduct research into the impact of primary care physician global payment methodologies and the integration and coordination of behavioral health care, mental health and substance abuse treatment with primary care.

NOW THEREFORE, RMHMO and the Partnering Organization identified in the signature block below (collectively referred to herein as the “Parties”) in consideration of the promises and assurances contained herein, and other good and valuable consideration, agree to the terms set forth below:

1. **Purposes.** The Parties may use protected health information held by RMHMO and the Partnering Organization for purposes of research projects related to the Initiatives, or to engage in data aggregation and to obtain data analysis for purposes of case management, care coordination, treatment, quality improvement and other health care operations. Any and all such uses shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), related regulations (45 CFR Parts 160-164) including any amendments or additions to such regulations (“HIPAA”), and other applicable state and federal laws.

2. **Limited Data Set and Business Associate Agreement.** The Partnering Organization hereby grants authority to RMHMO to conduct data analysis, aggregation and research, to assist the Partnering Organization with health care operations activities, and to engage third parties to

assist in performance of such activities. RMHMO may have access to and use protected health information obtained from or on behalf of the Partnering Organization to create a “limited data set,” as such term is defined and described by 45 C.F.R. 164.514(e), and to use such information for RMHMO’s own research and health care operation activities. Such limited data sets may be aggregated with protected health information maintained by other health care providers other sources. In creating a “limited data set” and performing other activities for or on behalf of the Partnering Organization, RMHMO is acting as a Business Associate of the Partnering Organization, and therefore agrees to the HIPAA compliant business associate agreement terms attached hereto as Attachment A.

3. Data Use Agreement. In addition, to the extent RMHMO is conducting research or health care operations for its own purposes and using a limited data set, RMHMO expressly agrees:

- a. Not to use or further disclose information in the limited data set in a manner that would violate the requirements of HIPAA if done by a HIPAA “covered entity;”
- b. Not to use, or disclose the information and data in the limited data set other than as permitted by this AGREEMENT or as otherwise required by law;
- c. To use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this AGREEMENT;
- d. To report to the Partnering Organization any use or disclosure of the limited data set not provided for and permitted by this AGREEMENT of which RMHMO becomes aware;
- e. To ensure that any agents, including subcontractors, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to RMHMO with respect to the limited data set;
- f. Not to identify information in the limited data set or attempt to identify the individuals whose information is contained in the limited data set or contact such individuals;
- g. That the Partnering Organization shall have the right to terminate use of the limited data set (i) at any time, without cause, by providing 30 days advance written notice, or (ii) immediately, by providing written notice, if RMHMO has violated any of the conditions set forth in this paragraph 3 or has accessed or used the limited data set for any purpose not described herein.

4. Grant of Authority. RMHMO is hereby granted authority to enter HIPAA compliant Data Use Agreements on behalf of the Partnering Organization with other third-party researchers so that such third parties may conduct research.

5. Miscellaneous.

a. Termination. Any party may terminate its participation in this AGREEMENT for any reason upon thirty (30) days prior written notice given to the other Party.

b. Liability. Each Party shall be responsible for its own acts or omissions, including those of its agents, officers, or employees, while performing their duties under this AGREEMENT to the full extent allowed by law.

c. Patient Confidentiality. With respect to a research subject's or patient's medical records, the Parties agree to hold in confidence the identity of the patients and their Protected Health Information ("PHI") as that term is defined by HIPAA in accordance with Applicable Laws, except to the extent necessary to be disclosed to regulatory agencies as part of the review process and as permitted by an Institutional Review Board (IRB)-approved Informed Consent form.

d. Assignment. No Party shall assign any part of this AGREEMENT without the prior written permission of the other Parties. This AGREEMENT shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns, subsidiaries and affiliates.

e. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

f. Effective Date. The effective date of this AGREEMENT shall be _____.

ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION, INC.,
a Colorado corporation d/b/a Rocky Mountain
Health Plans

GUNNISON COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES
(Contractor)

By: _____

(Print/type name)

Title: _____

By:  _____
(Signature)

JONATHAN HOUCK, CHAIRPERSON, BOCC
(Print/type name)

Title: _____

Attachment A: Business Associate Agreement

ATTACHMENT A - BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc. (“RMHMO”) and (“Partnering Organization”) identified in the signature block of the Accountable Care Services Agreement (“Services Agreement”) to which this Attachment A is attached have agreed to engage in collaborative data use, access and aggregation in order to conduct research, health care operations, and treatment related activities associated with various Initiatives described in the Services Agreement.

WHEREAS, RMHMO will be performing functions on behalf of the PARTNERING ORGANIZATION, as further described in the Services Agreement, which will require that RMHMO have access to PHI that RMHMO would not otherwise have in its independent role as a Covered Entity.

WHEREAS, in the performance of such functions described above, RMHMO is a Business Associate of the PARTNERING ORGANIZATION.

WHEREAS, the purpose of this BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is to comply with HIPAA as it applies to the PARTNERING ORGANIZATION and RMHMO.

WHEREFORE, In consideration of the mutual promises made between RMHMO and the PARTNERING ORGANIZATION in the underlying Services Agreement, the parties agree as follows:

I. Definitions.

The following terms (whether capitalized or not) used in this Agreement shall have the same meaning as those terms 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, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of RMHMO.

RMHMO agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement and the underlying Services Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) Report to PARTNERING ORGANIZATION any use or disclosure of protected health information not provided for by the Services Agreement or this Agreement of which it becomes aware that occur when RMHMO is performing services as a Business Associate, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. PARTNERING ORGANIZATION and RMHMO will work cooperatively to complete breach assessments, and address and comply with breach notification requirements of HIPAA.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of RMHMO agree to the same restrictions, conditions, and requirements that apply to RMHMO with respect to such information;
- (e) Make available protected health information in a designated record set to PARTNERING ORGANIZATION as necessary to satisfy the PARTNERING ORGANIZATION'S obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the PARTNERING ORGANIZATION pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the PARTNERING ORGANIZATION'S obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to PARTNERING ORGANIZATION to satisfy obligations under 45 CFR 164.528;
- (h) To the extent that RMHMO is to carry out one or more of the PARTNERING ORGANIZATION'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the PARTNERING ORGANIZATION in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by RMHMO

- (a) RMHMO may only use or disclose protected health information as necessary to perform the services described and for the purposes described in the underlying Services Agreement to which this Agreement is attached as an Attachment. Notwithstanding the foregoing, no provision or term of this Agreement shall prevent, restrict, or prohibit RMHMO'S use or access to PHI that RMHMO has otherwise created, obtained or maintains in its individual capacity as a

Covered Entity or in RMHMO's capacity as a Business Associate of a Covered Entity other than the Partnering Organization.

- (b) RMHMO may use or disclose protected health information as required by law.
- (c) RMHMO agrees to make uses and disclosures and requests for protected health information consistent with its own Minimum Necessary policies and procedures that RMHMO has established in its independent capacity as a Covered Entity health plan.
- (d) RMHMO may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by PARTNERING ORGANIZATION.
- (e) RMHMO may use protected health information for the proper management and administration of the RMHMO or to carry out the legal responsibilities of the RMHMO.
- (f) RMHMO may provide data aggregation services relating to the health care operations of the PARTNERING ORGANIZATION.

IV. Provisions for PARTNERING ORGANIZATION to Inform RMHMO of Privacy Restrictions

- (a) PARTNERING ORGANIZATION shall notify RMHMO of any limitation(s) in the notice of privacy Partnering Organizations of PARTNERING ORGANIZATION under 45 CFR 164.520, to the extent that such limitation may affect RMHMO's use or disclosure of protected health information.
- (b) PARTNERING ORGANIZATION shall notify RMHMO of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect RMHMO's use or disclosure of protected health information.
- (c) PARTNERING ORGANIZATION shall notify RMHMO of any restriction on the use or disclosure of protected health information agreed to or that PARTNERING ORGANIZATION is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect RMHMO's use or disclosure of protected health information.

V. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying Services Agreement, and shall terminate when the Services Agreement terminates or on the date PARTNERING ORGANIZATION terminates for cause as authorized in paragraph (b) of this Section V., whichever is sooner.
- (b) Termination for Cause. RMHMO authorizes termination of this Agreement by PARTNERING ORGANIZATION if RMHMO has violated a material term of the Agreement and has failed to cure the breach or end the violation within the timeframe specified by PARTNERING ORGANIZATION.
- (c) Obligations of RMHMO Upon Termination. Upon termination of this Agreement for any reason, RMHMO, with respect to protected health information received from

PARTNERING ORGANIZATION under the Services Agreement, or created, maintained, or received by RMHMO on behalf of PARTNERING ORGANIZATION, shall:

1. Retain only that protected health information which is necessary for RMHMO to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to PARTNERING ORGANIZATION (or destroy if agreed to by PARTNERING ORGANIZATION) the remaining protected health information that the RMHMO still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as RMHMO retains the protected health information;
4. Not use or disclose the protected health information retained by RMHMO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) of Section III above under “Permitted Uses and Disclosures By RMHMO” which applied prior to termination; and
5. Return to PARTNERING ORGANIZATION, or if agreed to by PARTNERING ORGANIZATION, destroy the protected health information retained by RMHMO when it is no longer needed for RMHMO’s proper management and administration or to carry out its legal responsibilities.
6. Survival. The obligations of RMHMO under this Section shall survive the termination of this Agreement.

VI. Miscellaneous

(a) Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, PARTNERING ORGANIZATION may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, effective immediately upon written notice to RMHMO. Upon the addition of, change, or amendment to any applicable federal or state laws or regulations which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.

(b) Indemnification. Each party will indemnify, hold harmless and defend the other parties to this Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceeding made by any person or organization, arising out of or in any way connected with the party’s performance under this Agreement.

(c) No Agency or Partnership. This Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this

Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

(d) Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party to this Agreement.

(e) Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion and Possible Action on Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Rd #3 CONT'D

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the four resolutions that were approved in 2021 and 2022 - for your reference in discussing possible continued use on a certain portion of CR #3 near Marble.

Fiscal Impact: n/a

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\mbirmie

Discharge Date: 4/25/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 30

Agenda Date: 5/16/2023



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and



WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

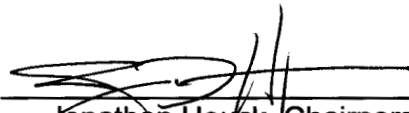
1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

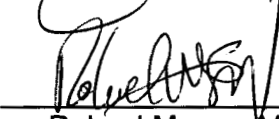
2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

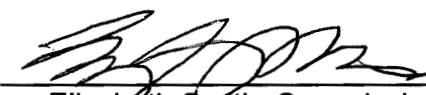
3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

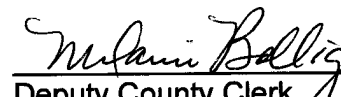
By 
Jonathan Houck, Chairperson

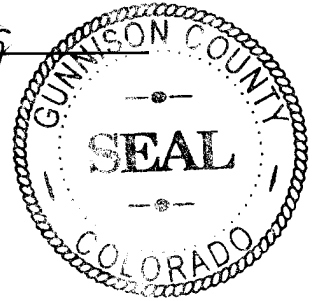
By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner



ATTEST:


Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21- 44

A RESOLUTION TEMPORARILY EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL JANUARY 4, 2022

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 sunsets and expires on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and



WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue until at least early next year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and extended to remain in full force and effect until midnight Mountain Time January 4, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and



2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 4, 2022.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By [Signature]
Jonathan Houck, Chairperson

By [Signature]
Roland Mason, Vice Chairperson

By _____
Elizabeth Smith, Commissioner

ATTEST:

[Signature]
Deputy County Clerk



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By [Signature]
Jonathan Houck, Chairperson

By [Signature]
Roland Mason, Vice Chairperson

By [Signature]
Elizabeth Smith, Commissioner



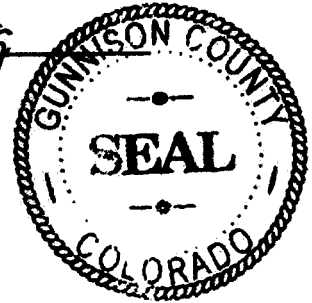
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Page 3 of 3
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ATTEST:

Melanie Bellis
Deputy County Clerk



Gunnison County, CO
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Page 6 of 6
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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-1

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL MAY 3, 2022

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 authorized use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, authorizing use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and



WHEREAS, upon any expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue into this year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12;

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and further extended to remain in full force and



effect until midnight Mountain Time May 3, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time May 3, 2022.

INTRODUCED by Commissioner Roland Mason, seconded by Commissioner Elizabeth Smith, and adopted this 4th day of January, 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



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 22-20

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL JANUARY 3, 2023

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues



surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon any expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue into this year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12;

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;



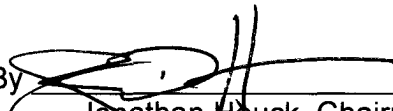
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and further extended to remain in full force and effect until midnight Mountain Time January 3, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 3, 2023.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 3rd day of May, 2022.

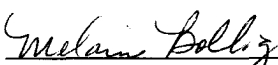
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner

ATTEST:


Deputy County Clerk



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 23-_____

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL _____, 2023

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon the final expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue for the time being so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles

and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended to be in full force and effect until midnight Mountain Time _____, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time _____, 2023.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 2nd day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Laura Puckett Daniels, Commissioner

By _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consumer Price Index (CPI) Adjustments; A Resoluti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gold Basin Renters

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Annual rent adjustment resolution. Maybe we should consider amending the agreements so this doesn't have to happen via resolution every year?

Fiscal Impact:

Submitted by: Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 5/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/12/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 5/16/2023

Industrial Park
4/1/2023

Acct	Leasehold	Acres	Prior per acre	Prior Annual	Prior Monthly	New per acre	New Annual	New Monthly
1002	Leasehold 2	6.042	\$ 3,320	\$ 20,059.44	\$ -	\$ 3,586	-	\$ -
1003	Leasehold 3A	2.000	\$ 3,320	\$ 6,640.00	\$ -	\$ 3,586	7,172.00	\$ -
1004	Leasehold 3B	2.562	\$ 3,320	\$ 8,505.84	\$ 708.82	\$ 3,586	9,187.33	\$ 765.61
1005	Leasehold 5	3.130	\$ 3,320	\$ 10,391.60	\$ 865.97	\$ 3,586	11,224.18	\$ 935.35
1006	Leasehold 6	3.637	\$ 3,320	\$ 12,074.84	\$ 1,006.24	\$ 3,586	13,042.28	\$ 1,086.86
1007	Leasehold 7	1.984	\$ 3,320	\$ 6,586.88	\$ 548.91	\$ 3,586	7,114.62	\$ 592.89
		19.355		\$ 64,258.60	\$ 3,129.93		\$ 47,740.42	\$ 3,380.70

2021 Denver/Boulder CPI	281.845
2022 Denver/Boulder CPI	304.424
% Increase (Decrease)	8.01%
Prior per acre	\$ 3,320
New per acre rate	\$ 3,586

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-_____

**A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN
INDUSTRIAL PARK**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2022 was \$281.845, a 8.01% increase from 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2023:

1. The ground rental rate shall be in the amount of \$3.380.70 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

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

INTRODUCED by Commissioner _____, seconded by
Commissioner _____ and adopted this ____ day _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Correspondence; BOCC Letter of Support Request fro

Action Requested: Other Direction to Staff will be needed

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

We are seeking direction to staff for this letter of support request from CAST. Attached for your review are the Affordability & Fairness for Mountain Communities Act of 2023. and a letter of support from Eagle Co. Commissioners.

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\mbirmie

Discharge Date: 5/12/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 2

Agenda Date: 5/16/2023

[DISCUSSION DRAFT]

118TH CONGRESS
1ST SESSION

H. R. _____

To establish a waiver program to allow for ZIP-code localization area median income calculations, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. NEGUSE introduced the following bill; which was referred to the Committee on _____

A BILL

To establish a waiver program to allow for ZIP-code localization area median income calculations, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Affordability and Fair-
5 ness for Mountain Communities Act of 2023”.

1 **SEC. 2. WAIVER PROGRAM FOR ZIP-CODE LOCALIZATION**
2 **OF AREA MEDIAN INCOME CALCULATIONS.**

3 (a) IN GENERAL.—Not later than 90 days after the
4 date of enactment of this Act, the Secretary of Housing
5 and Urban Development, shall establish a waiver program
6 to be known as the Area Median Income Localization
7 Waiver (in this Act referred to as the “waiver program”).

8 (b) THE WAIVER PROGRAM.— The waiver program
9 established by the Secretary pursuant to subsection (a)
10 shall allow for the calculation of area median income on
11 a ZIP Code level basis for eligible entities for the purposes
12 of the following programs administered by the Secretary
13 of Housing and Urban Development or the Secretary of
14 Agriculture:

15 (1) The public housing program under the
16 United States Housing Act of 1937 (42 U.S.C. 1437
17 et seq.).

18 (2) The program for rental assistance under
19 section 8 of the United States Housing Act of 1937
20 (42 U.S.C. 1437f).

21 (3) The HOME Investment Partnerships pro-
22 gram under title II of the Cranton-Gonzalez Na-
23 tional Affordable Housing Act (42 U.S.C. 12721 et
24 seq.).

1 (4) The programs under Title IV of the McKin-
2 ney-Vento Homeless Assistance Act (42 U.S.C.
3 11360 et seq.).

4 (5) The Housing Trust Fund program under
5 section 1338 of the Housing and Community Devel-
6 opment Act of 1992 (12 U.S.C 4568).

7 (6) The program for supportive housing for the
8 elderly under section 202 of the Housing Act of
9 1959 (12 U.S.C. 1701q).

10 (7) The program for supportive housing for
11 persons with disabilities under section 811 of the
12 Cranston-Gonzalez National Affordable Housing Act
13 (42 U.S.C. 8013).

14 (8) The AIDS Housing Opportunities program
15 under subtitle D of title VIII of the Cranston-Gon-
16 zalez National Affordable Housing Act (42 U.S.C.
17 12901 et seq.).

18 (9) The program for Native American housing
19 under the Native American Housing Assistance and
20 Self-Determination Act of 1996 (25 U.S.C. 4101 et
21 seq.).

22 (10) The program for housing assistance for
23 Native Hawaiians under title VIII of the Native
24 American Housing Assistance and Self-Determina-
25 tion Act of 1996 (25 U.S.C. 4221 et seq.).

1 (11) The programs for assistance for rural
2 rental housing under title V of the Housing Act of
3 1949 (42 U.S.C. 1471 et seq.).

4 (c) APPLICATION.—A county government, or a cor-
5 responding functional unit of government, may apply to
6 participate in the waiver program by submitting an appli-
7 cation to the Secretary at such time and in such manner
8 as the Secretary may reasonably require.

9 (d) SELECTION.—The Secretary shall grant a waiver
10 to each county government, or corresponding functional
11 unit of government, that submits an application pursuant
12 to subsection (c).

13 (e) USE OF WAIVER.—A county government, or cor-
14 responding functional unit of government, that receives a
15 waiver under subsection (d) may, with respect to a pro-
16 gram listed in subsection (b)—

17 (1) use a calculation of area median income on
18 a ZIP Code level basis, as permitted by the waiver;
19 or

20 (2) use the original means for calculation pro-
21 vided by law for the program.

1 **SEC. 3. ASSESSMENT REGARDING OPTIMIZING USE OF**
2 **AREA MEDIAN INCOME TO SUPPORT AFFORD-**
3 **ABLE HOUSING IN MOUNTAIN COMMUNITIES.**

4 (a) IN GENERAL.—The Secretary shall conduct a
5 study designed to—

6 (1) identify—

7 (A) alternative methods for calculating
8 area median income; and

9 (B) alternative metrics that would make
10 housing more affordable for low-income families
11 residing in mountain communities; and

12 (2) evaluate how factoring roommates into area
13 median income calculations for seasonal workers
14 would impact housing assistance.

15 (b) REPORT.—

16 (1) IN GENERAL.—The Secretary of Housing
17 and Urban Development shall, not later than 2 years
18 after the date of the enactment of this Act, submit
19 to the Committee on Financial Services of the House
20 of Representatives and the Committee on Banking,
21 Housing, and Urban Affairs of the Senate, and
22 make publicly available, a report that describes the
23 findings of the study conducted pursuant to sub-
24 section (a).

25 (2) REPORT CONTENTS.—The report submitted
26 pursuant to subparagraph (1) shall include—

1 (A) a summary of all significant findings;

2 (B) recommendations found in any prior
3 reports about the use of area median income;

4 (C) an assessment of the extent and im-
5 pacts of the affordable housing crisis in moun-
6 tain communities nationwide, particularly with-
7 in jurisdictions for which the Secretary has ap-
8 plied a high housing cost adjustment, including
9 a comparison of rent burdens for very low-in-
10 come households and seasonal workers in juris-
11 dictions with and without high housing cost ad-
12 justments;

13 (D) an assessment of the effects that high
14 housing cost adjustments have had on income
15 limits and rent prices in mountain communities
16 for which the Secretary has applied such an ad-
17 justment, including any effects on maximum
18 rents allowed under sections 42 and 142 of the
19 Internal Revenue Code of 1986 for tax-sub-
20 sidized units;

21 (E) recommendations for reforming or
22 eliminating the use of area median income for
23 the purposes of making housing more afford-
24 able for low-income and seasonal workers
25 mountain communities; and

1 (F) recommendations for using existing
2 authorities of the Secretary to make housing
3 more affordable for low-income and seasonal
4 workers in mountain communities, particularly
5 in areas for which the Secretary has applied a
6 high housing cost adjustment.

7 **SEC. 4. DEFINITIONS.**

8 In this Act:

9 (1) AREA MEDIAN INCOME.—The term “area
10 median income” means median income for an area,
11 as such term is used in section 3(b) of the United
12 States Housing Act of 1937 (42 U.S.C. 1437a(b)),
13 median family income, and any other substantively
14 similar metric that the Secretary uses to refer to the
15 median income level for a given area or jurisdiction
16 for purposes of any program administered by the
17 Secretary.

18 (2) HIGH HOUSING COST ADJUSTMENT.—The
19 term “high housing cost adjustment” an adjustment
20 for high housing costs, high construction costs, or
21 high costs of living, or any substantively similar ad-
22 justment that the Secretary may use to increase in-
23 come limits for areas where the cost of housing is
24 abnormally high compared to the median income for
25 such area.

1 (3) SECRETARY.—The term “Secretary” means
2 the Secretary of Housing and Urban Development.

3 (4) MOUNTAIN COMMUNITIES.—The term
4 “Mountain Communities” means any rural area, as
5 defined in section 1490 of title 42, United States
6 Code, located in the Mountain Division within the
7 Census Bureau’s Western Region.



Board of County Commissioners

970-328-8605

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

May 1, 2023

The Honorable Joe Neguse
United States House of Representatives
1419 Longworth HOB
Washington DC, 20515

Dear Representative Neguse,

Thank you for your work on Area Median Income calculations. We appreciate the effort to more accurately calculate incomes within Eagle County and hope that the waiver program as well as the required reports clearly outline the needs in High Housing Cost areas. Because of the extremely high costs in rural resort communities, affordable housing developments are extremely difficult to make work using traditional resources. Assuring that AMI calculations identify these mountain communities as eligible for federal funding is critical, as additional federal funding is necessary to create affordable housing in these high cost areas.

Sincerely,

Kathy Chandler-Henry
Chair

Matt Scherr
Commissioner

Jeanne McQueeney
Commissioner