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**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

**DATE:** Tuesday, June 4, 2024

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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
- Minutes Approval
  1. May 21, 2024 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Contract Amendment #1; Health and Human Services; Task Order 2023\*0026; 7/1/2024 to 6/30/2025; \$143,525
  2. Contract Amendment #3; Health and Human Services; Contract No. 2022\*0148; 7/1/2024 to 6/30/2025; \$242,090
  3. Development Improvements Agreement; Bobette McCarroll and Richard McCarroll; LUC-22-00052; Resolution 2024-11
  4. Contract Amendment #3; Colorado Department of Human Services; Contract No. 21 IHGA 168836; 7/1/2024 to 6/30/2025; \$6,403.75
  5. Acknowledgment of County Manager's Signature; Geotechnical Investigation; Gunnison County Public Works and Yeh and Associates, Inc.; Gunnison County Road 12; \$23,093
  6. Contract Amendment #4; Health and Human Services; Contract No. 2022\*2745; 7/1/2024 to 6/30/2025; \$315,349
  7. Acknowledgement of Option Letter #1; Health and Human Services; Contract No. 2024\*0222; 7/1/2024 to 6/30/2025; \$350,000
  8. Modification of Grant or Agreement; Road Project Agreement; USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District; Grant/Agreement Number 22-RO-11020400-040 Modification Number 001; \$100,000
  9. Intergovernmental Agreement; Colorado Department of Public Safety – DHSEM; Contract No. CT RFAA 2024\*4153; 4/23/2024 to 6/30/2025; \$500,000

8:35 am

- County Manager's Reports

8:40 am

- Letter of Support; Cimarron Valley & River Watershed Coalition; Big Blue Ditch Company grant application for Colorado River District Community Funding Partnership financial support

8:50 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.
- 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.

*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, June 4, 2024

**Page 2 of 2**

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,,,\*471302# US (Tacoma)

+13462487799,,82753657556#,,,,\*471302# US (Houston)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Draft BOCC Minutes; 5/21/2024

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft BOCC Minutes; 5/21/2024

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/4/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
May 21, 2024**

The May 21, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Elizabeth Smith, Vice-Chairperson  
Laura Puckett Daniels, Commissioner  
Matt Hoyt, County Attorney

Matthew Birnie, County Manager  
Holly Perry, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 8:31 am.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the consent agenda as presented. Motion carried unanimously.

1. Special Event Liquor Permit #3-2024; Gunnison River Festival; 6/22/2024 from 11:00 am to 4:00 pm

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

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 8:31 am.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the May 7<sup>th</sup> and May 14<sup>th</sup>, 2024 minutes as amended. Motion carried unanimously.

1. May 7, 2024 Regular Meeting
  - Under Commissioner Smith
    - a. Item number 1 needs to be "allocation formula".
    - b. Item number 4 needs to be changed to "Colorado Trial Lawyer Association" and county owned hospital needs to be clarified as well as stating the change will be over 5 years.
    - c. Item number 5 needs to be changed to "argue it is recreational in nature." Also, Representative Catlin's name did not get taken off the bill. Lastly, the bill was postponed indefinitely.
2. May 14, 2024 Special Meeting

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the consent agenda as presented. Motion carried unanimously.

1. Acknowledgement of Appointment through February 1, 2027 Term; Sustainable Tourism and Outdoor Recreation Committee; Town of Crested Butte; Gabi Prochaska
2. Contract Amendment #2; Contract No. 2024\*0031; Colorado Department of Public Health and Environment; 7/1/2024 to 6/30/2025; \$38,915
3. Grant Application; Health and Human Services, Multicultural Resource Services; \$3,200
4. Grant Application; Health and Human Services; Choose When, A Caring for Colorado Initiative; \$10,000
5. Contract Amendment #1; Contract No. 24 IBEH 182014; Colorado Department of Human Services, Behavioral Health Administration; 8/29/2023 to 6/30/2025; \$329,981.55
6. Ratification of Board of County Commissioners' Signatures; Letter to House Speaker Julie McCluskie
7. Contract Amendment #4; Contract No. 23 QAAA 178558; Colorado Department of Early Childhood; 10/27/2022 to 6/30/2025; \$133,748
8. Professional Services Agreement; Megan Jelinek; 5/21/2024 to 6/30/2025; \$3,000
9. A Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park

**COUNTY MANAGER'S REPORTS:**

1. Kebler Pass – CM Birnie noted that there were six inches of snow on the pass last night which makes it unlikely to open this weekend. He stated that they are having conversations with CDOT to have flaggers for traffic control on either end and to source a small traffic signal for a single lane area on that road.
2. Cottonwood Pass – CM Birnie commented that Cottonwood Pass will be opening this Friday.

3. County Road 25 – CM Birnie relayed that CDOT will announce the project schedule tonight so then they'll be able to decide about County Road 25. He also stated that someone cut the chains to the barricade yesterday. CM Birnie commented that he and CDOT have been in touch with the Ute Tribes. Commissioner Smith asked if it would be possible to have a height restriction on Lead King Loop and Matthew said he would discuss it with Assistant County Manager for Public Works Martin Schmidt.

**LUC-23-00036; LOT CLUSTER; OFF THE GRID AT FOSSIL RIDGE LLC** Planner Rachel Blondy was present for discussion.

Planner Blondy relayed that this was originally approved by the Board last fall, but the parcels were incorrectly written so it was denied by assessors. This agreement is only correcting those parcel numbers. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Land Use Change Application 23-00036 for a lot cluster for off the grid at Fossil Ridge and authorize the full Board's signature. Motion carried unanimously.

**LUC-24-00019; DESIGN GUIDELINES AMENDMENT; SADDLE RIDGE RANCH ESTATES HOA** Planner Rachel Blondy was present for discussion.

Planner Blondy noted that there is a section in their covenants that requires County approval for any changes to their design guidelines, and for this change they would like to allow metal roofs within their neighborhood. Commissioner Puckett Daniels asked if the HOA had had a vote and approved this to which Planner Blondy replied that they had. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Land Use Change Application 24-00019 a design guidelines amendment for the Saddle Ridge Ranch Estates HOA. Motion carried unanimously.

**LUC-24-00027; ELK VALLEY TOWNHOMES PHASE 2 REPLAT** Planner Sean Pope was present for discussion.

Planner Pope noted this is for a duplex that has already been constructed and is consistent with what has been approved in the past. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Land Use Change Application 24-00027 an administrative review of the Elk Valley Townhomes Plat and to authorize the Chair's signature.

**A RESOLUTION DELEGATING SIGNATORY AUTHORITY TO COUNTY MANAGER FOR AFFORDABLE HOUSING DEED RESTRICTIONS**

CM Birnie noted that this resolution expands into rental projects and the bones are in Exhibit A. He then stated that our deed restriction policy is for local workforce and having affordability restrictions. CA Hoyt explained that this also provides more robust protections for foreclosures to keep a clean chain of titles. Commissioner Smith commented followed by Commissioner Puckett Daniels elaborating that they would like deed restrictions to come to the Board for acknowledgment and providing a report for Sawtooth at the end of the year. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution 2024-23 A Resolution Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Financial Officer Perry Solheim presented the voucher approval report dated April 23, 2024 and the cash transfer authorization dated April 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of \$4,745,971.53. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$6,542,615.44. Motion carried unanimously.

**TREASURER'S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the April 2024 Treasurer's report, and an investment report dated April 30, 2024 for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report and authorize the Chair's signature.

**UNSCHEDULED PUBLIC COMMENT:** There were no persons present for discussion.

**COMMISSIONER ITEMS:**

**Commissioner Smith:**

1. Gunnison Cultural Connection Group – Commissioner Smith met with Welcoming America Nonprofit Senior Regional Manager Isaac Grody-Patinkin and the Gunnison Watershed School District and noted it was a good opportunity to share the work done and discuss ways of moving those initiatives into the school.
2. Tourism and Prosperity Partnership Board (TAPP) Board Meeting – Commissioner Smith attended the meeting last week and talked about marketing as well as communication with Highway 50. Commissioner Smith explained that there is some struggle with language from

CDOT in regard to local traffic which have implications to tourism and brings uncertainty. She also stated that there have been cancelations due to public information not being clear. CM Birnie clarified that local traffic means coming here, not a throughway. Commissioner Smith also relayed the thought of bringing displays for local businesses like they have in the airport elsewhere in the valley.

- 3. Rocky Mountain Biological Laboratory and Rady Partnership – Commissioner Smith reported that the initial funding results have been exploding what they reported out and they are excited about the economic generating potential of this partnership.
- 4. Gunnison Valley Regional Transport Authority – Commissioner Smith and Commissioner Puckett Daniels attended the last meeting. Commissioner Smith relayed that there were conversations regarding increasing air service with Denver flights to three flights a day during certain periods of the year. Commissioner Puckett Daniels commented that flight reliability was better this year during the winter. Commissioner Smith also stated the housing with RTA helped workers relocating with the Highway 50 disruption. She also relayed that they are breaking bus records with ridership every month, but also brought concerns about future grants for the CNG buses.
- 5. Petar Simic – Commissioner Smith relayed that Petar is moving on from Gunnison and there is a job search for his position. She stated that after discussing it with CM Birnie she would like to have a work session for the last session in June to discuss with him what he has been working on and get an update.
- 6. Gunnison Community School – Commissioner Smith noted that she and Gunnison Mayor Diego Plata attended a civics discussion with the 3<sup>rd</sup> graders at the Gunnison Community School.

**Commissioner Puckett Daniels:**

- 1. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels relayed that Executive Director Melissa LaMonica has started full time and has immediately dived into ongoing work project processes with enthusiasm. She also noted that phase 1 of the Housing Needs Assessment is done and the employee survey will be going out in phase 2 will be opened for 6 weeks starting in mid-June which will be incorporated into the data for the final document.
- 2. Backcountry Hunters and Anglers – Commissioner Puckett Daniels stated she attended their fence pull event last weekend and helped pull three miles of barbed wire fence that was not needed.
- 3. Town of Crested Butte Meeting – Commissioner Puckett Daniels attended last night and stated she had a good conversation with the Town Council.

**Commissioner Houck:**

- 1. Forest Service – CA Hoyt and Commissioner Houck have received the responses back to the objection period but have yet to dig into it. Commissioner Houck noted that he did get a call from Forest Supervisor Scott Fitzwilliams regarding what was expected to be seen. Commissioner Houck relayed that they can accept what is presented or continue to push but will report back if any further actions are recommended.
- 2. Gunnison Basin Sage-grouse Strategic Committee Meeting – Commissioner Houck commented that he is working on this piece with the Bureau of Land Management and the road situation is challenging on County Road 26. He stated he has heard a lot of appreciation that wildlife and sage-grouse were considered during the emergency.
- 3. Department of Natural Resources Director Dan Gibbs – Commissioner Houck stated that he had a good conversation with Director Gibbs regarding lingering State Park opportunities and possibilities to create a more comprehensive plan for the River Management in Gunnison.

**ADJOURN:** Commissioner Houck adjourned the meeting at 9:34 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 24-22**

**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 2023 was 320.300, a 5.22% increase from 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2024:

1. The ground rental rate shall be in the amount of \$3,773.00 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 Smith, seconded by Commissioner Houck and adopted this 21<sup>st</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2024-23**

**A RESOLUTION DELEGATING SIGNATORY AUTHORITY TO COUNTY MANAGER FOR  
AFFORDABLE HOUSING DEED RESTRICTIONS**

WHEREAS, the Board of County Commissioners (the "Board") is authorized pursuant to Colo. Rev. Stat. § 30-11-101(c) to sell, convey or exchange any real property owned by the County and to make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County and delegate its power to enter into such contracts where amounts and requirements comply with such policies;

WHEREAS, the Board's policy is that all County-owned affordable housing properties are transferred only to qualifying homeowners and subject to a deed restriction, current form attached as Exhibit A; which may be amended from time to time; and

WHEREAS, it is the intent of the County that certain affordable housing properties be leased rather than sold to qualified individuals and families, and that the County Manager be delegated the authority to execute instruments and other documents related to such leasing;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Gunnison County Manager is authorized and delegated the power to sign all documents to enter into contracts, leases, agreements and other documents that bind the County in the lease or transfer of affordable housing units, in accordance with the Board’s policy including its the deed restriction attached Exhibit A to this Resolution, and where applicable, as may be amended from time to time, and where modified at the discretion of the County Manager in order to comply with the purpose and spirit this Resolution and Board policies regarding affordable housing.
2. All action previously taken by Matthew Birnie, Gunnison County Manager, relating to the sale or lease of affordable housing properties owned by the County, that was in accordance with the Board’s policy and accompanying deed restriction, as may be amended from time to time, is hereby ratified, approved and confirmed nunc pro tunc.
3. Resolution 2021-01 is hereby repealed and replaced with this Resolution. Such repeal shall have no effect on any action taken pursuant to Resolution 2021-01.
4. Nothing in the resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.
5. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This Resolution shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.
6. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.
7. This Resolution shall take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith and adopted this 21<sup>st</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

Exhibit A  
GUNNISON COUNTY MASTER DEED RESTRICTION

THIS DEED RESTRICTION (“Restriction” or “Restrictions”) is made this     day of     , 202     , by the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230 (referred to herein as “Gunnison County” or “Grantor” or “Beneficiary” and shall include administrators, legal representatives, successors and assigns) and hereby imposes the deed restrictions specified herein on the real property specified herein.

1. Property Subject to Deed Restriction. The following real property (the “Property”) is hereby made subject to these Affordable Housing Restrictions (“Restrictions”):

Unit     Building     ,     , according to the     thereof recorded  
          ,     at Reception No.     , of the records of Gunnison, Colorado

Commonly known as     ,     , Colorado

WHEREAS, Gunnison County, acting as the declarant, intends to create a valid and enforceable covenant running with the land that assures that all of a Unit hereby existing or to be developed on a Unit will be

used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, Gunnison County recognizes the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction Gunnison County intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use of a Unit described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon Gunnison County, and all subsequent owners and/or tenants of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

2. Definitions

- i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size, as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).
- ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to a Unit excluding repair, replacement, maintenance costs, and sweat equity.
- iii. GUNNISON COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.
- iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of any or all of a Unit or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.
- v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against any of all of the Units to secure a loan used to purchase any of all of the Units by a Mortgagee.
- vi. HOUSEHOLD means one or more persons who intend to live together in any of the Units.
- vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.
- viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of a Unit, other than the initial purchaser who acquires a Unit from Gunnison County that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Unit.
- ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is beneficiary of a deed of trust or mortgage encumbering a Unit.
- x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.
- xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified Occupant. The term Asset refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included in the asset limitations for each income category.
- xii. OWNER means Gunnison County and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to a Unit.
- xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for a Unit.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in a Unit as qualified by Gunnison County:

- a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and
- b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and
- c. Except as provided for in Section 4.1.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of a Unit; and
- d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.
- e. Income restrictions are applicable at the time of qualification and shall be verified by Gunnison County. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not be less than 70% of AMI and shall not exceed 160% of AMI; and
- f. Shall occupy the subject Unit as his/her sole and exclusive primary residence at all times during the ownership of a Unit.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of a Unit as qualified by Gunnison County:

- a. Has maintained primary and sole residence in Gunnison County, Colorado for three consecutive months immediately preceding taking initial occupancy of a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and
- b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and
- c. Except as provided for in Section 4.1.a. and 4.1.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the subject Unit; and
- d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and
- e. Income restrictions are only applicable at the time of occupancy and shall be verified by Gunnison County. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not be less than 80% of AMI and not exceed 160% of AMI; and
- f. Shall occupy the subject Unit as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to the subject Unit is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the subject Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession

of the subject Unit is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by Gunnison County.

If reviewed and approved in writing by Gunnison County prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use a Unit as his/her principal residence:

- a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.
- b. A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the subject Unit as a burden thereon, for benefit of, and enforceable by, Gunnison County, and their successors and assigns, and this Restriction shall bind Gunnison County and all subsequent Owners and tenants of the subject Unit. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the subject Unit, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the subject Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

a. Qualified Owner(s). The ownership of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the subject Unit is occupied without compliance with this Restriction, Gunnison County shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.

b. Employee Housing. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the subject Unit, provided, however, that by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the subject Unit for such Owner's own use or leave the subject Unit vacant except as otherwise provided herein.

c. Rental Projects. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity may own the subject Unit for the purpose of operating a rental project. However, by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the subject Unit vacant except as otherwise provide herein.

ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and occupancy of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.

iii. Rental of Property.

a. Qualified Owner(s). An Owner may not, except with prior written approval of Gunnison County' conditions of approval, rent a Unit to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All rentals must comply with the current Guidelines.

b. Employee Housing. A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.b, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless Gunnison County approves otherwise.

- c. Rental Projects A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.c, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless Gunnison County
  - iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided that the non- owner(s) is also a Qualified Occupant. Owner continues to occupy a Unit as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.
  - v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require Gunnison County to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to a Unit; nor to require Gunnison County to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.
  - vi. Initial Finance and Refinance Restriction.
    - a. At the time of the purchase of a Unit the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for a Unit by that Owner, subject to the Guidelines.
    - b. An Owner may refinance a First Mortgage that encumbers a Unit with the consent of Gunnison County; provided, however, that the original principal amount of any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.
  - vii. Ownership Interest in Other Residential Property. Except with respect to a Non-Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.
  - viii. Compliance. Any Owner of a Unit is required to comply with annual certifications to Gunnison County that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.
  - ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.
5. Initial Purchase Price. Upon completion of construction of a Unit, a Unit shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.
6. Transfer of Property.
- i. Resale. No Transfer of a Unit shall occur subsequent to the original purchase from the County or Gunnison County, except upon full compliance with the procedures set forth in this Section 6. In the event a Unit is sold and/or conveyed without compliance with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
  - ii. Notice of Intent. A Unit shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.
  - iii. Maximum Resale Price.

- a. The initial purchase price of a Unit shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing a Unit for sale.
  - b. The Maximum Resale Price of a Unit shall be limited to be no more than the following calculation:  
The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for a Unit, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of a Unit to the date of the Owner's Notice of Intent to Sell a Unit; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of a Unit; (iv) the cost of Permitted Capital Improvements made to a Unit by the Owner as set forth in Exhibit D attached hereto.
  - c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of a Unit for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.
  - d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding a Unit. Prior to the sale of a Unit Gunnison County is authorized to take necessary actions and incur necessary expenses for bringing a Unit into saleable condition. Such actions and expenses include, but are not limited to, cleaning a Unit and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on a Unit. Expenses incurred by Gunnison County to bring a Unit into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of a Unit.
  - e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of a Unit.
  - f. Nothing in this Restriction represents or guarantees that a Unit will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, a Unit may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiary Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer a Unit, or any part thereof, without first offering same to Gunnison County for purchase. Gunnison County shall have a right of first refusal to purchase a Unit as follows:
- a. If an Owner receives any offer to purchase or ends any offer of sale for a Unit for any amount less than or equal to the Maximum Resale Price, Gunnison County shall have the absolute right of the first refusal to purchase a Unit at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
  - b. Gunnison County shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase a Unit within twenty-one (21) days after Gunnison County receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
  - c. Gunnison County shall have the right to inspect a Unit prior to exercising its right of first refusal. If a Unit is damaged there shall be a decrease in the sales price of a Unit equal to the amounts necessary to bring a Unit into saleable condition as reasonably determined by Gunnison County, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.

d. In the event Gunnison County executes a written and binding commitment to purchase a Unit within said twenty-one (21) day period, this right of first refusal shall expire.

e. If the Owner does not sell or otherwise transfer a Unit, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of a Unit.

f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of a Unit effected without first giving Gunnison County the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

v. Beneficiary Made Whole. No transfer of a Unit shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to Gunnison County is fully satisfied.

7. Foreclosure

i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering a Unit. The Owner hereby agrees to notify Gunnison County, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments

ii. Upon receipt of notice as provided herein, Gunnison County shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against a Unit to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on a Unit for the payment of the lien set forth in this section 7.ii.

iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on a Unit, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of a Unit, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, Gunnison County may acquire a Unit by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised by Gunnison County, this Deed Restriction shall be released and shall be of no further force or effect.

8. Default/Breach

i. In the event Gunnison County has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect a Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.

ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.

iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by Gunnison County within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing

shall be made, and the decision of Gunnison County shall be a final decision, subject to judicial review.

iv. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of these Restrictions or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of these Restrictions, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorney's fees.

v. In the event a Unit is sold and/or conveyed without compliance with the terms of these Restrictions, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to these Restrictions.

vi. In the event an Owner fails to cure any breach of these Restrictions, Gunnison County may resort to any and all available legal or equitable actions, including but not limited to specific performance of these Restrictions, an injunction against future sale(s) in violation of these Restrictions, or eviction of noncomplying owners and/or occupants.

vii. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by an Owner, his or her heirs, successors or assigns, the Owner's initial purchase price of a Unit shall, upon the date of such breach as determined by Gunnison County, automatically cease to increase as set out in Section 6.iii. of this Restriction, and shall remain fixed until the date of cure of said breach or until the Owner repays the Curing Party.

9. In the event of a dispute regarding interpretation, enforcement or otherwise of this Restriction or any portion of it, the position of Gunnison County shall prevail.

10. General Provisions

i. These Restrictions shall constitute covenants running with the Real Property as a burden thereon, for the benefit of, and shall be specifically enforceable by Gunnison County and/or its respective successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, or eviction of noncomplying owners and/or occupants.

ii. Equal Housing Opportunity. Pursuant to the Fair Housing Act and each of the public policy, the Housing Authority shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of a Unit.

iii. Waiver of Exemptions. Every Owner, by taking title to a Unit, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

iv. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Owner. The Owner shall also notify, in writing, Gunnison County of any change in address.

To Gunnison County: Gunnison County Manager  
200 E. Virginia Avenue Gunnison, Colorado 81230  
Fax: 970-641-3061

To GVRHA: Gunnison Valley Regional Housing Authority 202 E. Georgia Avenue  
Gunnison, CO 81230

To Owner:

To Subsequent Owners: At the address maintained in the records of the  
Gunnison County Assessor's office

v. Whenever possible, each provision of these Restrictions and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of these Restrictions shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of such document.

vi. These Restrictions and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

vii. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

viii. Owners and subsequent owners agree that he or she shall be personally liable for their participation in any of the transactions contemplated herein and that he or she will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Restrictions or any agreement or document relating hereto or entered into in connection herewith.

ix. Any modifications of these Restrictions shall be effective only when made by a duly executed instrument by Gunnison County and an Owner and recorded with the Clerk and Recorder of Gunnison County, Colorado. Notwithstanding the foregoing, the Parties agree that Gunnison County may amend these Restrictions where deemed necessary to effectuate the purpose and intent of these Restrictions.

EXECUTED, this            day of   , 2024.

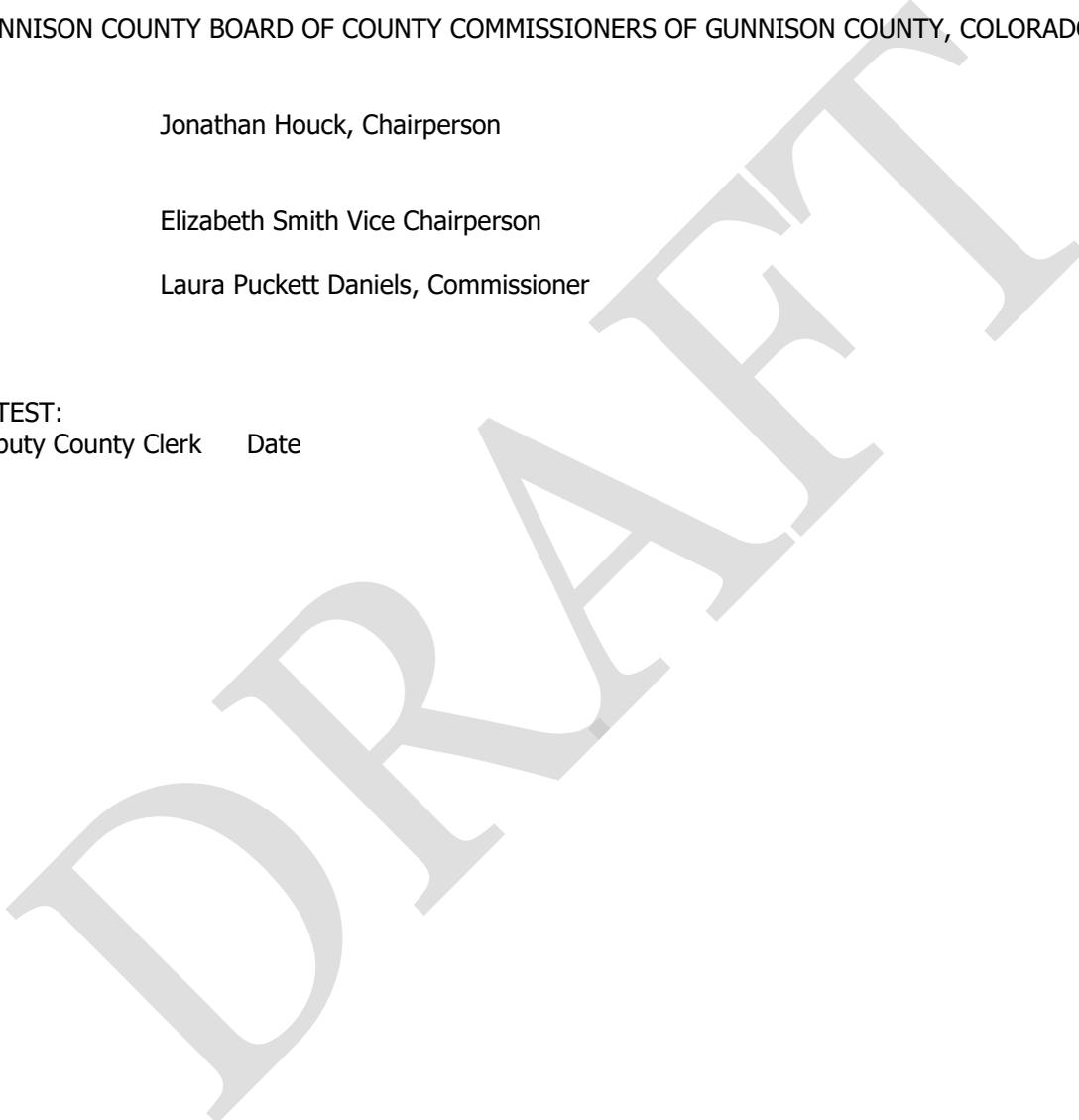
GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By:                    Jonathan Houck, Chairperson

By:                    Elizabeth Smith Vice Chairperson

By:                    Laura Puckett Daniels, Commissioner

ATTEST:  
Deputy County Clerk    Date



# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 5/31/2024 thru 7/15/2024

## Board of County Commissioners

- 1. BOCC Regular Meeting**  
June 4, 2024, All Day @ BOCC Boardroom
- 2. Sawtooth Phase II Groundbreaking**  
June 5, 2024, 3:00 PM @ Corner of Evans Street & 14th Street Gunnison, CO 81230
- 3. Mayors & Managers Meeting - Hosted by Western Colorado University**  
June 6, 2024, 12:00 PM - 1:30 PM
- 4. Board of Adjustment Public Hearing**  
June 6, 2024, 1:30 PM @ Planning Commission Room
- 5. BOCC Work Session**  
June 11, 2024, All Day @ BOCC Boardroom
- 6. BOCC Regular Meeting**  
June 18, 2024, All Day @ BOCC Boardroom
- 7. BOCC Work Session**  
June 25, 2024, All Day @ BOCC Boardroom
- 8. BOCC Regular Meeting**  
July 2, 2024, All Day @ BOCC Boardroom
- 9. BOCC Work Session**  
July 9, 2024, All Day @ BOCC Boardroom
- 10. Mayors & Managers Meeting - Hosted by Town of Pitkin**  
July 11, 2024, 12:00 PM - 1:30 PM

## Gunnison County Organization

- 1. Holiday - Juneteenth - Offices Closed**  
June 19, 2024, All Day
- 2. Holiday - Independence Day - Offices Closed**  
July 4, 2024, All Day

## Gunnison-Hinsdale Board of Human Services

- 1. Gunnison-Hinsdale Board of Human Services Meeting**  
June 18, 2024, All Day @ BOCC Board Room

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Contract Amendment #1; Health and Human Services;

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**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

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

**Summary:**

The Parties entered into the agreement to: The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public

**Fiscal Impact:** \$143,525.00

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

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**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/30/2024

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**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 5/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/30/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

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## TASK ORDER

<p><b>State Agency</b>          State of Colorado for the use &amp; benefit of the          Department of Public Health and Environment          Office of Public Health Practice, Planning &amp; Local Partnerships          4300 Cherry Creek Drive South          Denver CO 80246</p>	<p><b>Contractor</b>          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</p>								
<p><b>Master Task Order Contract Number</b>          23 FAA 00023</p> <p><b>Task Order Number</b>          2023*0026</p>	<p><b>Task Order Performance Beginning Date</b>  <b>The later of the Task Order Effective Date or July 1, 2022</b></p>								
<p><b>Task Order Maximum Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Initial Term</b></td> <td></td> </tr> <tr> <td>State Fiscal Year 2023</td> <td style="text-align: right;">\$142,835.00</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$142,835.00</td> </tr> </table>	<b>Initial Term</b>		State Fiscal Year 2023	\$142,835.00	 		Total for All State Fiscal Years	\$142,835.00	<p><b>Task Order Expiration Date</b>  <b>June 30, 2023</b></p> <p>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.</p>
<b>Initial Term</b>									
State Fiscal Year 2023	\$142,835.00								
Total for All State Fiscal Years	\$142,835.00								
<p><b>Pricing/Funding</b>          Price Structure: Fixed Price  <b>Contractor Shall Invoice:</b> Quarterly  <b>Funding Source:</b>          Federal           \$15,726.00          State               \$127,109.00</p>	<p><b>Miscellaneous:</b>          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</p> <p><b>Procurement Method:</b> Exempt  <b>Solicitation Number (if any):</b> Not Applicable</p>								
<p><b>State Representative</b>          Michele Shimomura          Director          Administration Division, Office of Public Health Practice,          Planning, and Local Partnerships          Colorado Department of Public Health and Environment          4300 Cherry Creek Drive South          Denver, CO 80246          Michele.Shimomura@state.co.us</p>	<p><b>Contractor Representative</b>          Joni Reynolds          Health and Human Services Director          Gunnison County Department of Health and Human          Services          225 North Pine Street, Suite E          Gunnison, Colorado 81230-2333          jreynolds@gunnisoncounty.org</p>								
<p><b>Exhibits and Order of Precedence</b>          The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Statement of Work</li> <li>Exhibit B Budget</li> <li>Exhibit C Federal Provisions</li> </ul>									
<p><b>Contract Purpose</b></p> <p><b>The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.</b></p>									

**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE(S)**

<b>State Agency:</b> Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2023*0026
<b>Contractor:</b> 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	<b>Amendment Contract Number:</b> 2023*0026 Amendment #1
<b>Contract Performance Beginning Date:</b> July 1, 2022	<b>Current Contract Expiration Date:</b> June 30, 2025
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0026	\$15,726.00	\$127,109.00	\$0.00	7/1/2022 - 6/30/2023	\$142,835.00
Option Letter #1	2023*0026 Option Letter #1	\$15,726.00	\$59,031.00	\$0.00	7/1/2023 - 6/30/2024	\$74,757.00
Amendment #1	2023*0026 Amendment #1	\$15,726.00	\$127,799.00	\$0.00	7/1/2024 - 6/30/2025	\$143,525.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$361,117.00</b>

**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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>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</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>FULL NAME</p> <p>_____</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>TITLE</p> <p>_____</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b></p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>_____</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
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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: \_\_\_\_\_

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 the Amendment term shown in **§3.B** of this Amendment.

A. 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, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to: **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**

The Parties now desire to **increase funding and change the Statement of Work**; for the following reasons: **continue services for FY25 extension and amend the statement of work.**

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 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 A - Statement of Work** of the agreement. **Exhibit A - Statement of Work** is deleted and replaced in its entirety with **Exhibit**

**A - Statement of Work**, attached to this Amendment for the following reason: **adding activities**.

- D. The Parties now agree to modify **Exhibit B - Budget** of the agreement. **Exhibit B - Budget** is deleted and replaced in its entirety with **Exhibit B - Budget**, attached to this Amendment for the following reason: **update budget for FY25 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.

**STATEMENT OF WORK**

To Original Contract Number 2023\*0026 Amendment #1

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

**1. Project Description:**

This project serves to strengthen Colorado’s public health system by ensuring core public health services are available statewide. This project will impact assessment and planning efforts at the state, regional, and local levels facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency (LPHA) shall provide Core Public Health Services, which include Maternal and Child Health (MCH). The scope of the provision of each Core Public Health Service is determined at the local level and may differ across agencies based on community needs, priorities, funding, and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are responsible for assuring state funds are effectively used to provide Core Public Health Services.

**2. Definitions:**

- a. CDS: CYSHCN Data System
- b. CYSHCN: Children and Youth with Special Health Care Needs
- c. HCP: Program for Children and Youth with Special Health Care Needs

**3. Work Plan:**

**A. Local Core Public Health Services**

<b>Goal #1:</b> Strengthen Colorado’s public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, support Core Public Health Services in Colorado.	
<b>Primary Activity #1</b>	1. The Contractor shall provide Core Public Health Services in compliance with the Core Public Health Services Rule 6 CCR 1014-7.
<b>Primary Activity #2</b>	1. The Contractor shall create a Budget.
<b>Primary Activity #3</b>	1. The Contractor shall attend at least one (1) meeting with the Administrative Manager for programmatic updates.
<b>Primary Activity #4</b>	1. The Contractor shall prepare an annual report.

<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</li> <li>5. CDPHE will compile data provided by the Contractor to other CDPHE programs to verify services provided or assured.</li> <li>6. CDPHE will electronically provide the Contractor with a budget template via the OPHP website within 15 business days of contract execution.</li> <li>7. If needed, CDPHE will schedule at least one (1) meeting with the Contractor for programmatic updates by June 15, 2025. CDPHE will notify the Contractor of the programmatic meeting at least seven business days before the meeting date.</li> </ol>	
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Increase or maintain core public health services within the Contractor’s jurisdiction to meet local needs.</li> </ol>	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Data provided in the Contractor’s annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.</li> </ol>	
<b>Deliverables</b>		<b>Completion Date</b>
	<ol style="list-style-type: none"> <li>1. The Contractor shall electronically submit a budget to the Administrative Manager in a format provided by OPHP.</li> </ol>	No later than September 1
	<ol style="list-style-type: none"> <li>2. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.</li> </ol>	No later than June 15

**B. Maternal and Child Health Services**

<b>Goal #2:</b> Promote healthy outcomes for Colorado women, children, and youth.	
<b>Objective #1:</b> No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
<b>Primary Activity #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.</li> </ol>

<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS.</li> <li>2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.</li> <li>3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.</li> </ol>
<b>Primary Activity #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall either <ol style="list-style-type: none"> <li>a. participate in the Mid-Year check-in call or</li> <li>b. complete an electronic Mid-Year check-in form.</li> </ol> </li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>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. CDPHE will provide updates through regular communication with the contractor.</li> <li>2. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA Contracting with OPHP. This information is located on the MCH website, <a href="http://www.mchcolorado.org">www.mchcolorado.org</a>, and is incorporated and made part of this contract by reference.</li> <li>3. CDPHE will provide the electronic program templates for the implementation of work represented in this contract: <ol style="list-style-type: none"> <li>a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.</li> <li>b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.</li> <li>c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.</li> </ol> </li> <li>4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.</li> <li>5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.</li> </ol>
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction</li> </ol>
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form.</li> <li>2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.</li> </ol>
	<b>Completion Date</b>

<b>Deliverables</b>	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
	2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

#### 4. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

#### 5. **Resolution of Non-Compliance:**

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (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 Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed-upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**EXHIBIT B****BUDGET**

**I. Entity Name:** Gunnison County Department of Health and Human Services

**II. Budget:**

<b>Quarter</b>	<b>Local Planning and Support Amount</b>	<b>Maternal Child Health Amount</b>	<b>TOTAL Payment</b>
July 1 through September 30	\$31,949.75	\$3,931.50	\$35,881.25
October 1 through December 31	\$31,949.75	\$3,931.50	\$35,881.25
January 1 through March 31	\$31,949.75	\$3,931.50	\$35,881.25
April 1 through June 30	\$31,949.75	\$3,931.50	\$35,881.25
<b>Total</b>	\$127,799.00	\$15,726.00	\$143,525.00

# STATE OF COLORADO

## MASTER TASK ORDER CONTRACT

### COVER PAGE

<b>State Agency:</b> Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor:</b> 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		
<b>Master Task Order Contract Number:</b> 23 FAA 00023	<b>Master Task Order Contract Performance Beginning Date:</b> The later of the Effective Date or July 1, 2022		
<b>Contract Authority:</b> §§25-1.5-101 - 25-1.5-113, C.R.S.	<b>Initial Contract Expiration Date:</b> June 30, 2027		
<b>The following exhibits are hereby incorporated:</b> Exhibit 1 – Sample Task Order			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <b>Principal Representatives:</b>  <b>For the State:</b>            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;"> <b>For Contractor:</b>            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>		<b>Principal Representatives:</b> <b>For the State:</b> Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	<b>For Contractor:</b> Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
<b>Principal Representatives:</b> <b>For the State:</b> Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	<b>For Contractor:</b> Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org		
<b>Contract Purpose:</b> 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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">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</p> <p>DocuSigned by:  B9072877079D4GD... By: Signature</p> <p>Jonathan Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement &amp; Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2022-04-05</p>
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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:  
  
AG2AC54280C6401...  
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

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			<b>Task Order Contract Number:</b> <b>Insert CMS Number of the Master Task Order Contract</b>			
<b>Contractor:</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			<b>Option Letter Number:</b> Insert Contract Number			
<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or Month Day, Year			<b>Task Order Expiration Date</b> <b>Month Day, Year</b>			
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**

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>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.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--

**EXHIBIT 1 – SAMPLE TASK ORDER**

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
<b>Master Task Order Contract Number</b> Insert CMS Number of the Master Task Order Contract  <b>Task Order Number</b> Insert CMS number or Other Contract Number	<b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or Month</b> Day, Year
<b>Task Order Maximum Amount</b> <b>Initial Term</b> State Fiscal Year 20xx                      \$0.00  <b>Extension Terms</b> 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	<b>Task Order Expiration Date</b> 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.
<b>Pricing/Funding</b> Price Structure: Choose type <b>Contractor Shall Invoice:</b> Choose frequency <b>Funding Source:</b> Source            \$ Amount Source            \$ Amount Source            \$ Amount	<b>Miscellaneous:</b> 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  <b>Procurement Method:</b> Select <b>Solicitation Number (if any): Enter Solicitation #</b>
<b>State Representative</b> Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	<b>Contractor Representative</b> Enter Contractor Representative's Name Title Entity Name Address Address Email
<b>Exhibits and Order of Precedence</b> 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	
<b>Contract Purpose</b> 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.

<p><b>CONTRACTOR</b>  <b>INSERT-Legal Name of Contractor</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b>  <b>Jared S. Polis, Governor</b>  <b>Colorado Department of Public Health and Environment</b>  <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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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 \*\*/\*\*/\*\*\*\* 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.

## 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.

## BUDGET



**COLORADO**  
 Department of Public  
 Health & Environment

<b>Contractor Name</b>		<b>Program Contact Name, Title, and Email</b>	
<b>Budget Period</b>		<b>Fiscal Contact Name, Title, and Email</b>	
<b>Project Name</b>		<b>Contract (CT or PO) Number</b>	

Expenditure Categories					
<b>Personal Services - Salaried Employees</b>					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
<b>Personal Services - Hourly Employees</b>					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity		
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$0.00</b>
<b>Travel</b>					

Item	Description of Item	Rate	Quantity	
<b>Total Travel</b>				<b>\$0.00</b>
<b>Contractual (payments to third parties or entities)</b>				
<b>Total Contractual</b>				
<b>SUB-TOTAL BEFORE INDIRECT</b>				<b>\$0.00</b>
				<b>\$0.00</b>
<b>Indirect</b>				
Item	Description of Item			Total Amount Requested from CDPHE
<b>Total Indirect</b>				<b>\$0.00</b>
<b>TOTAL</b>				<b>\$0.00</b>

**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
<b>mm/dd/yy - mm/dd/yy</b>	<b>Total Federal Funds Awarded</b>	<b>Amount of Financial Assistance from the NOA</b>

- 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.

## TASK ORDER

<p><b>State Agency</b>          State of Colorado for the use &amp; benefit of the          Department of Public Health and Environment          Office of Public Health Practice, Planning &amp; Local Partnerships          4300 Cherry Creek Drive South          Denver CO 80246</p>	<p><b>Contractor</b>          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</p>								
<p><b>Master Task Order Contract Number</b>          23 FAA 00023</p> <p><b>Task Order Number</b>          2023*0026</p>	<p><b>Task Order Performance Beginning Date</b>  <b>The later of the Task Order Effective Date or July 1, 2022</b></p>								
<p><b>Task Order Maximum Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Initial Term</b></td> <td></td> </tr> <tr> <td>State Fiscal Year 2023</td> <td style="text-align: right;">\$142,835.00</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$142,835.00</td> </tr> </table>	<b>Initial Term</b>		State Fiscal Year 2023	\$142,835.00	 		Total for All State Fiscal Years	\$142,835.00	<p><b>Task Order Expiration Date</b>  <b>June 30, 2023</b></p> <p>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.</p>
<b>Initial Term</b>									
State Fiscal Year 2023	\$142,835.00								
Total for All State Fiscal Years	\$142,835.00								
<p><b>Pricing/Funding</b>          Price Structure: Fixed Price  <b>Contractor Shall Invoice:</b> Quarterly  <b>Funding Source:</b>          Federal           \$15,726.00          State               \$127,109.00</p>	<p><b>Miscellaneous:</b>          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</p> <p><b>Procurement Method:</b> Exempt  <b>Solicitation Number (if any):</b> Not Applicable</p>								
<p><b>State Representative</b>          Michele Shimomura          Director          Administration Division, Office of Public Health Practice,          Planning, and Local Partnerships          Colorado Department of Public Health and Environment          4300 Cherry Creek Drive South          Denver, CO 80246          Michele.Shimomura@state.co.us</p>	<p><b>Contractor Representative</b>          Joni Reynolds          Health and Human Services Director          Gunnison County Department of Health and Human          Services          225 North Pine Street, Suite E          Gunnison, Colorado 81230-2333          jreynolds@gunnisoncounty.org</p>								
<p><b>Exhibits and Order of Precedence</b>          The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Statement of Work</li> <li>Exhibit B Budget</li> <li>Exhibit C Federal Provisions</li> </ul>									
<p><b>Contract Purpose</b></p> <p><b>The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.</b></p>									

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**

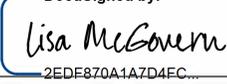
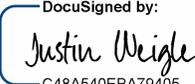
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**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.

<p align="center"><b>CONTRACTOR</b></p> <p align="center"><b>Board of County Commissioners of Gunnison County</b> (a political subdivision of the state of Colorado) for the use and benefit of the <b>Gunnison County Department of Health and Human Services</b></p> <p> By: Signature</p> <p>Jonathan Houck</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p><i>Chairperson, Gunnison County Board of County Commissioners</i></p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: <u>5-17-2022</u></p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> <b>Colorado Department of Public Health and Environment</b> <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <p>DocuSigned by:  2EDE870A1A7D4EC... By: Signature</p> <p>Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <p><b>Procurement &amp; Contracts Section Director</b> ft</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: <u>2022-05-23</u></p>
<p align="center">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.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:  C48A540EBA79405... By: Signature</p> <p>Justin weigle</p> <hr/> <p align="center">Name of State Controller Delegate</p> <p><b>Health Divisions Controller</b></p> <hr/> <p align="center">Title of State Controller Delegate</p> <p>Effective Date: <u>2022-05-27</u></p>	

--Signature Page End--

**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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;"><b>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</b></p> <div style="text-align: center; margin-top: 20px;">         _____        By: Signature     </div> <p style="text-align: center; margin-top: 10px;">Jonathan Houck</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center; font-size: small;">Name of Person Signing for Contractor</p> <p style="text-align: center; margin-top: 5px;"><i>Chairperson, Gunnison County Board of County Commissioners</i></p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center; font-size: small;">Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: <u>5-17-2022</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b></p> <p style="text-align: center;"><b>Colorado Department of Public Health and Environment</b></p> <p style="text-align: center;"><b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">By: Signature</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">Name of Executive Director Delegate</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">Title of Executive Director Delegate</p> <p style="text-align: center;">Date: _____</p>
<p>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.</p> <p style="margin-top: 20px;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">By: Signature</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">Name of State Controller Delegate</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center; font-size: small;">Title of State Controller Delegate</p> <p style="text-align: center;">Effective Date: _____</p>	

--Signature Page End--

**EXHIBIT A****STATEMENT OF WORK**

To Original Contract Number 2023\*0026

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

**1. Project Description:**

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services, which includes Maternal and Child Health (MCH), within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

**2. Definitions:**

- a. CDPHE: Colorado Department of Public Health and Environment
- b. CDS: CYSHCN Data System
- c. CYSHCN: Children and Youth with Special Health Care Needs
- d. HCP: Program for Children and Youth with Special Health Care Needs
- e. MCH: Maternal and Child Health
- f. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

**3. Work Plan:****a. Local Core Public Health Services**

<b>Goal #1:</b> Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
<b>Primary Activity #1</b>	The Contractor shall provide or assure the provision of Core Public Health Services within their jurisdiction.
<b>Sub-Activities #1</b>	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> . These documents are incorporated and made part of this contract by reference and are available on the following website <a href="http://www.sos.state.co.us/CCR/NumericalDeptList.do">http://www.sos.state.co.us/CCR/NumericalDeptList.do</a> .
<b>Primary Activity #2</b>	The Contractor shall prepare a report.
<b>Sub-Activities #2</b>	1. The Contractor shall prepare an annual report.

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</li> <li>5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.</li> </ol>		
<p><b>Expected Results of Activity(s)</b></p>	<p>Increase or maintain core public health services within the Contractor’s jurisdiction to meet local needs.</p>		
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.</li> </ol>		
<p><b>Deliverables</b></p>	<table border="1"> <tr> <td data-bbox="1235 1155 1546 1192"> <p><b>Completion Date</b></p> </td> </tr> <tr> <td data-bbox="1235 1192 1546 1302"> <p>No later than June 15</p> </td> </tr> </table>	<p><b>Completion Date</b></p>	<p>No later than June 15</p>
<p><b>Completion Date</b></p>			
<p>No later than June 15</p>			

**B. Maternal and Child Health Services**

<p><b>Goal #1:</b> Promote healthy outcomes for Colorado women, children and youth.</p>	
<p><b>Objective #1:</b> No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete the electronic, CDPHE-provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS.</li> <li>2. The Contractor shall implement their CDPHE approved local plan submitted within the agency’s MCH Planning Form.</li> <li>3. The Contractor shall complete the electronic, CDPHE-provided MCH Annual Reporting Form.</li> </ol>

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Contractor’s work shall be guided by the OPHP MCH 2023-2027 Planning Guidance for Local Public Health Agencies. This information is located on the MCH website <a href="http://www.mchcolorado.org">www.mchcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall either             <ol style="list-style-type: none"> <li>a. participate in the Mid-Year check-in call or</li> <li>b. complete an electronic, CDPHE-provided Mid-Year check-in form</li> </ol> </li> <li>4. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:             <ol style="list-style-type: none"> <li>a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.</li> <li>b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.</li> <li>c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.</li> </ol> </li> <li>5. Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall either             <ol style="list-style-type: none"> <li>a. implement HCP, a Program for Children and Youth with Special Health Care Needs, or</li> <li>b. implement another approved CYSHCN activity within their agreed upon jurisdiction.</li> </ol> </li> </ol>								
<p><b>Expected Results of Activity(s)</b></p>	<p>Maintain or increase the health status and needs of the maternal and child population within the Contractor’s jurisdiction</p>								
<p><b>Measurement of Expected Results</b></p>	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none"> <li>1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form.</li> <li>2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.</li> </ol>								
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="472 1346 1284 1381"></th> <th data-bbox="1284 1346 1563 1381"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1381 1284 1444"> <ol style="list-style-type: none"> <li>1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.</li> </ol> </td> <td data-bbox="1284 1381 1563 1444"> <p>No later than August 15</p> </td> </tr> <tr> <td data-bbox="472 1444 1284 1570"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)</li> </ol> </td> <td data-bbox="1284 1444 1563 1570"> <p>No later than December 30</p> </td> </tr> <tr> <td data-bbox="472 1570 1284 1659"> <ol style="list-style-type: none"> <li>3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.</li> </ol> </td> <td data-bbox="1284 1570 1563 1659"> <p>No later than May 31</p> </td> </tr> </tbody> </table>		<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.</li> </ol>	<p>No later than August 15</p>	<ol style="list-style-type: none"> <li>2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)</li> </ol>	<p>No later than December 30</p>	<ol style="list-style-type: none"> <li>3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.</li> </ol>	<p>No later than May 31</p>
	<b>Completion Date</b>								
<ol style="list-style-type: none"> <li>1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.</li> </ol>	<p>No later than August 15</p>								
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<ol style="list-style-type: none"> <li>3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.</li> </ol>	<p>No later than May 31</p>								

**4. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships’s Contract Monitor.

Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**5. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (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 require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships 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.

<b>BUDGET</b>
---------------

**I. Entity Name:** Gunnison County Dept of Health and Human Services

**II. Budget:**

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30	\$31,777.00	\$3,932.00	\$35,709.00
October 1 through December 31	\$31,777.00	\$3,932.00	\$35,709.00
January 1 through March 31	\$31,777.00	\$3,932.00	\$35,709.00
April 1 through June 30	\$31,777.00	\$3,932.00	\$35,709.00
<b>Total</b>	\$127,109.00	\$15,726.00.00	\$142,835.00

## Federal Provisions - Maternal and Child Health Services

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 Dept of Health and Human Services
- b. Subrecipient DUNS number: 133115220
- c. The Federal Award Identification Number (FAIN) is **B0445202**.
- d. The Federal award date is **10/13/2021**.
- e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>10/1/2021 - 9/30/2023</b>	<b>\$1,285,834.00</b>	<b>\$1,285,834.00</b>

- g. Federal award title of project or program: **Maternal and Child Health Services**.
  - h. The name of the Federal awarding agency is: **Department of Health and Human Services** and the contact information for the awarding official is Debra Wagler [dwagler@hrsa.gov](mailto:dwagler@hrsa.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 Rachel Hutson, Project Director.
  - i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.994** and the grant name is **Maternal and Child Health Services Block Grant to the States**.
  - 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 the 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**

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**Agenda Item:** Contract Amendment #3; Health and Human Services;

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Colorado Department of Public Health and Environment - Gunnison County

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

**Summary:**

Budget and contract for 24-25 Communities that Care grant renewal for GCSAPP

**Fiscal Impact:**

**Submitted by:** Kari Commerford

**Submitter's Email Address:** kcommerford@gunnisoncounty.org

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**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/22/2024

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**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 5/22/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/22/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/23/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

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**CONTRACT AMENDMENT #3****SIGNATURE AND COVER PAGE(S)**

<b>State Agency:</b> Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2022*0148
<b>Contractor:</b> 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	<b>Amendment Contract Number:</b> 2022*0148 Amendment #3
<b>Contract Performance Beginning Date:</b> July 1, 2021	<b>Current Contract Expiration Date:</b> June 30, 2025
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	\$0.00	\$222,342.00	\$0.00	07/01/2021 – 06/30/2022	\$222,342.00
Amendment #1	2022*0148 Amendment #1	\$0.00	\$237,069.00	\$0.00	07/01/2022 – 06/30/2023	\$237,069.00
Amendment #2	2022*0148 Amendment #2	\$0.00	\$242,084.00	\$0.00	07/01/2023 – 06/30/2024	\$242,084.00
Amendment #3	2022*0148 Amendment #3	\$0.00	\$242,090.00	\$0.00	07/01/2024 – 06/30/2025	242,090.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$943,585.00</b>

### 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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>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</p> <hr/> <p style="text-align: center;">By: Signature</p> <p>FULL NAME</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b></p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
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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**

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By: Signature

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Name of State Controller Delegate

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Title of State Controller Delegate

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown 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 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, 2024 whichever is later, and shall terminate on the termination of the Contract or June 30, 2025 whichever is earlier.

**4. PURPOSE**

The Parties enter into the agreement to Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

The Parties now desire to renew for an additional term and change the current Contract Maximum Total; for the following reason: to continue services and update the Statement of Work (SOW) for a new fiscal year.

**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 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: to remove Primary Activity #2 and the corresponding sub-activities in the SOW and replacing it with the FY25 renewal year Primary Activity #2 and its corresponding sub-activities; delete Primary Activity #3 and the corresponding sub-activities; and add requirement #42 to the Standards and Requirements section.
- 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 the renewal period.

**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.

STATEMENT OF WORK  
To Original Contract Number: 2022\*0148

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

**I. Entity Name: Gunnison County**

**II. Project Description:**

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

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

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

**III. Definitions:**

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

participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

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

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

**28. TGYS:** Tony Grampas Youth Services grants for Primary Prevention programs in communities.

**IV. Work Plan:**

<p><b>Goal #1:</b> Create healthy, thriving and resilient communities, free from violence and injury.</p>	
<p><b>Objective #1:</b> No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones of Phases 1 in addition to 2 of the Communities That Care (CTC) Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater.</li> <li>2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area.</li> <li>3. The Contractor shall facilitate diverse Coalition Members to serve on the key leader board in addition to community board.</li> <li>4. The Contractor shall provide a list of middle schools in addition to high schools in their Geographic Area of Focus to the University of Colorado Anschutz Medical Campus (CU Anschutz) Healthy Kids Colorado Survey (HKCS) team to encourage focused recruitment of those schools in the HKCS.</li> <li>5. The Contractor shall facilitate leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process.</li> <li>6. The Contractor shall facilitate leaders of state-funded opioid prevention projects within the Geographic Area of Focus to participate in the CTC process.</li> <li>7. The Contractor shall facilitate leaders of state-funded opioid intervention projects within the Geographic Area of Focus to participate in the CTC process.</li> <li>8. The Contractor shall perform as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration.</li> <li>9. The Contractor shall record a report sharing agreement with local schools to receive HKCS scaled risk as well as protective factor reports once every two (2) years.</li> <li>10. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth in addition to sustainability to address Prevention Science.</li> <li>11. The Contractor shall use group facilitation skills as well as tools, provided by CDPHE, to guide the Coalition Members through the CTC process.</li> <li>12. The Contractor shall facilitate the Coalition Member's development through the milestones of Phases 1 and 2 in the CTC Model.</li> </ol>

	<ol style="list-style-type: none"> <li>13. The Contractor shall build Coalition Members’ capacity to implement Prevention Science approaches within the community.</li> <li>14. The Contractor shall implement milestones from Phases 1 in addition to 2 needed to support Coalition Member progress in achieving milestones from Phases 3-5.</li> <li>15. The Contractor shall facilitate a minimum of one (1) Coalition Member meeting per month.</li> <li>16. The Contractor shall complete the CTC milestones tool.</li> <li>17. The Contractor shall distribute community Coalition Members agendas, resources, and updates in advance to prepare for meetings.</li> <li>18. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.</li> <li>19. The Contractor shall train Coalition Members to expand community outreach.</li> <li>20. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team.</li> <li>21. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community.</li> <li>22. The Contractor shall implement changes identified in the equity assessment.</li> <li>23. The Contractor shall attend all cross-site evaluation activities required by the External Evaluation Entity.</li> <li>24. The Contractor shall schedule training in addition to technical assistance from the External Evaluation Entity on how to use local data to drive decision-making.</li> <li>25. The Contractor shall document progress on this primary activity in addition to alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.</li> </ol>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall document progress on the CAP Part 2.</p>
<p><b>Sub-Activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall document implementation of any Primary Prevention strategies and programs focused on risk or protective factors within the community to avoid duplication.</li> <li>2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided guidance.</li> <li>3. The Contractor shall document successes encountered by Coalition Members while implementing CAP Part 2 strategies and programs.</li> <li>4. The Contractor shall document challenges encountered by Coalition Members while implementing CAP Part 2 strategies and programs.</li> <li>5. The Contractor shall review CAP Part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability.</li> <li>6. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP.</li> <li>7. The Contractor shall document Primary Prevention strategy and program updates in the CAP Part 2.</li> <li>8. The Contractor shall implement quality improvements to the CAP Part 2 that align with outcome-focused planning.</li> <li>9. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community.</li> </ol>

	<p>10. The Contractor shall revise the CAP Part 2 implementation to adjust for issues identified through an equity impact assessment.</p> <p>11. The Contractor shall update the CTC milestones tool for Phase 5.</p> <p>12. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template.</p> <p>13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2.</p> <p>14. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.</p>
<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>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 the documents and website content for updates and comply with all updates. COFP Website English - <a href="https://bit.ly/COFP_English">https://bit.ly/COFP_English</a> COFP Website Spanish - <a href="https://bit.ly/COFP_Spanish">https://bit.ly/COFP_Spanish</a></li> <li>2. CDPHE will provide the Contractor with a list of all required technical assistance meetings.</li> <li>3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity.</li> <li>4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures.</li> <li>5. The Contractor shall retain Coalition Members from state- in addition to federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ.</li> <li>6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: <a href="https://www.communitiesthatcare.net/programs/ctc-plus/">https://www.communitiesthatcare.net/programs/ctc-plus/</a>, which is incorporated and made part of this Contract by reference.</li> <li>7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities.</li> <li>8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model.</li> <li>9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2.</li> <li>10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, other Coalition Members engaged in CTC based on guidance from the CDPHE Staff.</li> <li>11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations.</li> <li>12. The Contractor shall require the CTC Community Mobilizer to demonstrate the skills identified in the CTC Community Mobilizer job description in addition to the skills assessment.</li> <li>13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the Coalition Members engaged in the CTC Model.</li> </ol>

	<ol style="list-style-type: none"><li>14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting.</li><li>15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training in advance of launching CTC Model in their communities.</li><li>16. The Contractor shall require that all CTC Community Mobilizers using the CTC Model are working with a CTC coach in advance of launching CTC Model in their communities.</li><li>17. The Contractor shall adhere to all CTC Plus license agreement requirements.</li><li>18. The Contractor shall facilitate the CTC Coalition toward implementation in addition to improvement across all six of the Elements of Effective Coalitions, found at <a href="https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view">https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view</a>, incorporated and made part of this Contract by reference.</li><li>19. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.</li><li>20. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE.</li><li>21. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS.</li><li>22. The Contractor shall use training in addition to technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2.</li><li>23. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: <a href="https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rKx-Wr-UJ/view">https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rKx-Wr-UJ/view</a></li><li>24. The Contractor shall develop a Community Assessment in collaboration with the existing local community health assessment required in the Public Health Act of 2008.</li><li>25. The Contractor shall provide Coalition Member meetings with access to these items:<ol style="list-style-type: none"><li>a. convenient location,</li><li>b. meetings held at a convenient time that does not conflict with work and school schedules,</li><li>c. available public transportation,</li><li>d. childcare accessibility,</li><li>e. interpretation needs,</li><li>f. food,</li><li>g. accessible facilities that are inclusive for all coalition members.</li></ol></li><li>26. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time.</li><li>27. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating.</li><li>28. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for</li></ol>
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	<p>development in addition to quality improvement that will support program outcomes.</p> <p>29. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, in addition to other trainings as identified by CDPHE.</p> <p>30. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: <a href="https://sites.google.com/state.co.us/pydinaction/resources">https://sites.google.com/state.co.us/pydinaction/resources</a></p> <p>31. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP.</p> <p>32. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: <a href="https://thinkculturalhealth.hhs.gov/clas/standards">https://thinkculturalhealth.hhs.gov/clas/standards</a></p> <p>33. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns.</p> <p>34. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website <a href="https://marijuanahealthinfo.colorado.gov/">https://marijuanahealthinfo.colorado.gov/</a></p> <p>35. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE.</p> <p>36. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following:</p> <ol style="list-style-type: none"><li>a. How the gift card inventory is tracked and maintained;</li><li>b. Gift card storage and safeguards against theft;</li><li>c. The primary person responsible for securing and distribution gift cards;</li><li>d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient.</li></ol> <p>37. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers in addition to other staff within two (2) weeks of any staffing change.</p> <p>38. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices.</p> <p>39. CDPHE will review and provide feedback on best practices for Parts 1 in addition to 2 of the Community Action Plan within twenty (20) business days.</p> <p>40. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 in addition to 2 of the Community Action Plan prior to strategy and program implementation.</p>
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	<p>41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.</p> <p>42. The Contractor shall comply with the <a href="https://cdphe.colorado.gov/about-cdphe/nondiscrimination-policy-and-resources">CDPHE Nondiscrimination Policy Statement</a>. This information is located on CDPHE website <a href="https://cdphe.colorado.gov/about-cdphe/nondiscrimination-policy-and-resources">https://cdphe.colorado.gov/about-cdphe/nondiscrimination-policy-and-resources</a> and is incorporated and made part of this Contract by reference.</p>	
<b>Expected Results of Activity(s)</b>	<p>Maintain high-capacity groups of Coalition Members who are ready to drive decision-making throughout the community to support advancing health equity in their Geographic Area of Focus, including the Social Development Strategy. Coalition Members lead the following:</p> <ol style="list-style-type: none"> <li>1. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or buffer someone from the risks of a problem behavior) among the youth in their communities;</li> <li>2. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;</li> <li>3. identify funding for the selected strategies;</li> <li>4. implement those strategies aligned to best practices,</li> <li>5. evaluate the impact of chosen strategies,</li> </ol>	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Progress report on primary activities using a CDPHE approved template.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.</li> </ol>	No later than 9/30, 12/31, 3/31, 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 CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within fifteen (15) calendar days of discovery of a compliance issue. Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**COLORADO**  
 Department of Public  
 Health & Environment

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

Original Contract Routing # 2022\*0148

<b>Contractor Name</b>	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	<b>Program Contact Name, Title, Phone and Email</b>	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org		
<b>Budget Period</b>	July 1, 2024 through June 30, 2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
<b>Project Name</b>	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*0148		
<b>Expenditure Categories</b>					
<b>Personal Services Salaried Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDPHE</b>
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	\$ 89,916.00	\$ 20,468.00	75.00%	\$ 82,788.00
					\$ -
<b>Personal Services Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested from CDPHE</b>
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth.	\$ 34.50	\$ 8.00	208.00	\$ 8,840.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	\$ 40.00	\$ 15.00	260.00	\$ 14,300.00
Prevention Programs Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion. Supports the community mobilizer with key leader board meetings and coalition meetings including managing contact lists, agendas, communication through social media and website, and logistics.	\$ 33.00	\$ 14.00	780.00	\$ 36,660.00
Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups.	\$ 28.50	\$ 8.00	884.00	\$ 32,266.00

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<b>Budget Period</b>	July 1, 2024 through June 30, 2025	<b>Fiscal Contact Name, Title, Phone and Email</b>		Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
<b>Project Name</b>	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	<b>Contract (CT or PO) Number</b>		CT FHLA 2022*0148	
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation of the GCSAPP strategic plan.	\$ 32.00	\$ 4.50	520.00	\$ 18,980.00
<b>Total Personal Services (including fringe benefits)</b>					<b>\$ 193,834.00</b>
<b>Supplies &amp; Operating Expenses</b>					
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>	
Conference Registration - coalition members (participant support cost)	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. * excluded from indirect.	\$ 325.00	\$ 3.00	\$ 975.00	
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	\$ 325.00	\$ 1.00	\$ 325.00	
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	\$ 387.04	\$ 1.00	\$ 387.04	
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x \$12pp = \$2,160). 6 coalition meetings per year (20 people x \$15pp = \$1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	\$ 1.00	\$ 3,960.00	\$ 3,960.00	
Incentives (participant support cost)	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. \$30 per person x 10 persons x 6 events. *excluded from indirect	\$ 300.00	\$ 6.00	\$ 1,800.00	
Computer Costs	We pay monthly computer costs to the county \$300/mo. per computer - costs 2.5 FTE	\$ 750.00	\$ 12.00	\$ 9,000.00	
Phone Costs	Monthly phone costs for the county are \$35/mo. per phone - costs 2.5 FTE	\$ 87.50	\$ 12.00	\$ 1,050.00	
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$50 per month.	\$ 50.00	\$ 12.00	\$ 600.00	
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . \$182/mo. Based on cost of monthly newspaper ads.	\$ 182.00	\$ 12.00	\$ 2,184.00	

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

**Original Contract Routing # 2022\*0148**

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<b>Budget Period</b>	July 1, 2024 through June 30, 2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
<b>Project Name</b>	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*0148		
Equity Lab/Training	4 in person equity lab/trainings . \$250 x 4 = \$1000. \$250 per session to cover the cost of facilitation/materials and food at \$10pp x 10 = \$100 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	\$ 350.00	\$ 4.00	\$ 1,400.00	
<b>Total Supplies &amp; Operating</b>			\$	<b>21,681.04</b>	

## PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022\*0148

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<b>Budget Period</b>	July 1, 2024 through June 30, 2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
<b>Project Name</b>	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*0148	
<b>Travel</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Mileage - Staff	Mileage, paid at the IRS mileage rate of \$0.67 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (900 miles RT x .67 x 4)	\$ 0.67	3600.0	\$ 2,412.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 1 rooms)	\$1,407	1.00	\$ 1,407.00
Lodging - Coalition Members <i>(participant support cost)</i>	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ \$195 per night x 3 rooms) <i>*Excluded from indirect.</i>	\$ 2,187.00	1.00	\$ 2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full day at \$76 = \$266) x 1 Community Mobilizer x 2 trips <i>and</i> (2 travel days at \$57 + 2 full days at \$76 = \$266) x 1 trip x 2 staff	\$ 1,064.00	1.00	\$ 1,064.00
Meals - Coalition Members <i>(participant support cost)</i>	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 = \$266) x 4 coalition members <i>*excluded from indirect.</i>	\$ 1,064.00	1.00	\$ 1,064.00
<b>Total Travel</b>				<b>\$ 8,134.00</b>
<b>Contractual</b>				
<b>Subcontractor Name</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at \$20/hr.	\$ 20.00	260.0	\$ 5,200.00
Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. \$500 x 4 secondary school sites.	\$ 500.00	4.0	\$ 2,000.00
<b>Total Contractual</b>				<b>\$ 7,200.00</b>

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM****Original Contract Routing # 2022\*0148**

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<b>Budget Period</b>	July 1, 2024 through June 30, 2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
<b>Project Name</b>	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*0148
<b>SUB-TOTAL OF DIRECT COSTS</b>			<b>\$ 230,849.04</b>
<b>Indirect</b>			
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>	
Federally-Negotiated Indirect Cost Rate			
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CY2023 CDPHE negotiated rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives, but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	\$ 11,240.96	
De minimis Indirect Cost Rate			
<b>Total Indirect</b>			<b>\$ 11,240.96</b>
<b>TOTAL</b>			<b>\$ 242,090.00</b>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Development Improvements Agreement; Bobette McCarr

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** BoCC and Bobette Kay Sylvester McCarroll

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Development Improvements Agreement for Land Use Change Permit No: LUC-22-00052 as approved by Resolution No. 11 Series 2024 regarding Parcel No. 3701-350-00-027.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

**Submitter's Email Address:** DBishop@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/22/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by:

Discharge Date: 5/20/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/23/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

## DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (herein the “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein “Gunnison County”), and Bobette Kay Sylvester McCarroll and Richard Brian McCarroll, whose address is 300 Van Tuyl Circle #D, Gunnison, CO 81230 (herein the “Developer”) as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer’s application for Land Use Change Permit No: LUC-22-00052 as approved by Resolution No. 11, Series 2024 regarding Parcel No. 3701-350-00-027 (herein the “Project”). The legal description of the Project is attached hereto and incorporated herein as Appendix “A”. As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below (herein the “Improvements”) to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer’s performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County’s approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County’s issuance of its approval of the Land Use Change Permit No: LUC-22-00052 and Resolution No. 11, Series 2024 and the terms and conditions of this Agreement. Developer accepts Gunnison County’s review and permitting authority, process and performance of same in connection with Land Use Change No: LUC-22-00052 and Resolution No. 11, Series 2024, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than December 31, 2025, acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors,

shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be One Hundred and Nineteen Thousand Two Hundred and Fifty-Seven U.S. Dollars (\$119,257.00) plus a contingency amount.

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of \$149,071.25 which is 125 % of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder, Gunnison County in its sole discretion, and without any other

authority required, may draw upon said security up to the full amount \$149,071.25, upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than December 31, 2025, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than December 31, 2025, Developer shall provide to the Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

A. The scope of work to be done by the Developer shall include, but not be limited to:

7.1 The cost estimates titled, "Elk Ranch Homestead Road and Sewer", prepared by Spallone Construction, Inc., dated 3.24.2024, but only with respect to the scope of work relating to the road on page one thereof; and

7.3 The terms and conditions of the Reclamation Permit for LUC-22-00052 and Resolution No. 11, Series 2024 and to include noxious weed control to the satisfaction and approval of Gunnison County Weed Coordinator; and

7.4 Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: LUC-22-00052 and Resolution No. 11, Series 2024.

7.5 Specifically excluded from the scope of work are the water and sewer

infrastructure, which shall be completed in accordance with the Pre-Annexation Agreement between Developer and the City of Gunnison dated February 16, 2024.

B. The conditions of this Agreement and Land Use Change Permit No: LUC-22-00052 and Resolution No. 11, Series 2024 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Ten Thousand U.S. Dollars (\$10,000.00) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement. Gunnison County shall have the right to retain all of the Reclamation costs in the amount of five hundred and fifty and 00/100 U.S. Dollars (\$500.00) for a two-year period after completion of initial reclamation efforts to ensure the disturbed areas have been reclaimed to Gunnison County's satisfaction.

#### 8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written completion; upon receipt of certification by Developer's engineer stating the estimated cost of remaining such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent of such estimated cost of remaining completion of Improvements plus 25 percent of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.



Gunnison, CO 81230

With copy to:

Jacob A. With  
525 N. Main Street  
Gunnison, CO 81230

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project, and further represents and warrants. The Developer understands that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

BOARD OF GUNNISON COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Gunnison County Clerk

[DEVELOPER SIGNATURE ON FOLLOWING PAGE]

DEVELOPER:

*Bobette Kay Sylvester McCarroll*

Bobette Kay Sylvester McCarroll

*Richard Brian McCarroll*

Richard Brian McCarroll

STATE OF COLORADO )

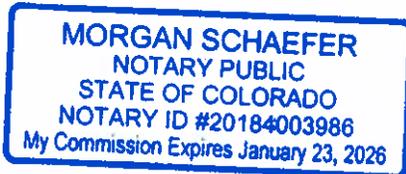
)ss.

COUNTY OF Gunnison )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2024,  
by Bobette Kay Sylvester McCarroll and Richard Brian McCarroll.

Witness my hand and seal.

My commission expires: Jan. 23, 2026



*Morgan Schaefer*

Notary Public

Address:

## EXHIBIT A

A TRACT OF LAND WITHIN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 62° 45' 01" WEST 2889.02 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SAID POINT ALSO BEING ON AN EXISTING FENCELINE AND ALSO BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT;

THENCE THE FOLLOWING COURSES AROUND SAID TRACT:

1. SOUTH 01° 18' 43" WEST 1309.51 FEET ALONG SAID EXISTING FENCELINE TO A POINT ON THE STIELER PROPERTY, (AS DESCRIBED BY INSTRUMENT RECORDED SEPTEMBER 3, 1993 IN BOOK 730 AT PAGE 704 OF THE RECORDS OF GUNNISON COUNTY);
2. NORTH 89° 58' 09" WEST 82.16 FEET ALONG THE NORTH BOUNDARY OF SAID STIELER PROPERTY TO THE NORTHWEST CORNER OF SAID STIELER PROPERTY;
3. SOUTH 00° 01' 51" WEST 24.00 FEET ALONG THE WEST BOUNDARY OF SAID PROPERTY TO THE SOUTHWEST CORNER OF SAID STIELER PROPERTY, SAID CORNER ALSO BEING ON THE NORTH BOUNDARY OF WEST GUNNISON AMENDED, AND ALSO BEING ON THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 35;
4. NORTH 89° 58' 09" WEST 29.33 FEET ALONG SAID NORTH BOUNDARY AND ALONG SAID CENTER SECTION LINE;
5. NORTH 76° 53' 33" WEST 29.61 FEET;
6. NORTH 81° 57' 43" WEST 31.88 FEET;
7. SOUTH 11.14 FEET TO A POINT ON SAID NORTH BOUNDARY AND ON SAID CENTER SECTION LINE, SAID POINT BEARS SOUTH 34° 44' 00" EAST 7.02 FEET FROM THE SOUTHEAST CORNER OF AN EXISTING BARN;
8. NORTH 89° 58' 09" WEST 36.25 FEET ALONG SAID NORTH BOUNDARY AND ALONG SAID CENTER SECTION LINE;
9. NORTH 16.24 FEET;
10. NORTH 81° 57' 43" WEST 111.79 FEET;
11. NORTH 79° 58' 44" WEST 131.22 FEET;
12. NORTH 1274.82 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;
13. NORTH 89° 34' 41" EAST 478.06 FEET ALONG SAID BOUNDARY TO A POINT ON AN EXISTING FENCELINE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

BEARINGS USED HEREIN ARE RELATIVE TO A BEARING OF NORTH BETWEEN CITY OF GUNNISON MONUMENTS AT INTERSECTION OF TOMICH AVENUE AND MAIN STREET AND SIMILAR MONUMENT AT INTERSECTION OF OHIO AVENUE AND MAIN STREET,

AND

A TRACT OF LAND WITHIN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE SOUTH 62° 41' 48" WEST, 2883.67 FEET TO THE NORTHEAST CORNER OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 35, SAID CORNER ALSO BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT;

THENCE THE FOLLOWING COURSES AROUND SAID TRACT:

1. SOUTH 00° 58' 06" WEST, 1309.40 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 35 TO A POINT ON THE NORTH BOUNDARY OF THE STIELER PROPERTY, (AS DESCRIBED BY INSTRUMENT RECORDED SEPTEMBER 3, 1993 IN BOOK 730 AT PAGE 704 OF THE RECORDS OF GUNNISON COUNTY);
2. NORTH 89° 58' 10" WEST, 13.86 FEET ALONG SAID BOUNDARY TO A POINT ON AN EXISTING FENCELINE;
3. NORTH 01° 18' 43" EAST, 1309.51 FEET ALONG SAID FENCELINE TO A POINT ON THE NORTH BOUNDARY OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;
4. NORTH 89° 34' 40" EAST, 6.00 FEET ALONG SAID BOUNDARY TO THE CN1/16 CORNER OF SAID SECTION 35, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

ALL IN THE COUNTY OF GUNNISON,  
STATE OF COLORADO.



BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 24 - 11

**A RESOLUTION APPROVING LUC-22-00052 ELK RANCH HOMESTEAD SUBDIVISION LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND WITHIN THE SE1/4 NW1/4 OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED WITHIN THE WARRANTY DEED RECORDED UNDER NO. 675047, PARCEL NO. 3701-350-00-027.**

**WHEREAS**, the Applicant, Bobette Sylvester McCarroll and Richard McCarroll propose the Elk Ranch Homestead Subdivision, which would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 acres; Lot 3, 2.5 acres; and,

**WHEREAS**, the parcel is subject to a restrictive covenant established in the General Warranty Deed at Reception No. 446821 which states “...run with the land, limiting the property conveyed hereby to agricultural and residential uses with not to exceed three (3) single family houses, and necessary utility buildings and customary agricultural buildings.”

**WHEREAS**, the Applicant and the City of Gunnison entered into a Pre-Annexation Agreement on February 16, 2024 recorded at Reception No. 695278, requesting and consenting to future annexation of the subject property for the purpose of extending the City of Gunnison’s water and sanitary sewer services; and,

**WHEREAS**, the Applicant agrees to convey a public right of way dedication as described in the Pre-Annexation Agreement executed on February 16, 2024 recorded at Reception No. 695278; and,

**WHEREAS**, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on January 4, 2024. At the continued joint public hearing on January 18, 2024, the Gunnison County Planning Commission approved a Recommendation of conditional approval of the Elk Ranch Homestead Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

**WHEREAS**, the Board of Commissioners did, on March 9, 2024, receive and review the Planning Commission’s Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission’s January 18, 2024 recommendation, with the following Findings and Conditions of Approval:

**FINDINGS:**

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units*.



2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.
3. This application is consistent with the standards and requirements of this Resolution.
4. The parcels will be served by municipal sewer.
5. Restrictive Covenants for have been provided.
6. A Sage-grouse report dated January 13, 2022 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**Conditions of Approval:**

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and



community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

- 8. Enter into a Development Improvement Agreement pursuant to Section 16-118 *Development Improvement Agreement Required.*

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-22-00052 Elk Ranch Homestead Subdivision is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

**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 Smith,

seconded by Commissioner Puckett Daniels, and passed on this 19<sup>th</sup> day of March, 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Jonathan Houck,  
Chairperson

  
\_\_\_\_\_  
Elizabeth Smith,  
Commissioner

  
\_\_\_\_\_  
Laura Puckett-Daniels  
Commissioner

ATTEST:

  
\_\_\_\_\_  
Deputy County Clerk



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Contract Amendment #3; Colorado Department of Huma

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDHS and Gunnison County

**Term Begins:** 7/1/2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

Updated contract for Equifax Verification Services (Work #). Used by HHS for various programs to verify clients real time income.

**Fiscal Impact:** 6403.75

**Submitted by:** Brad Wheaton

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/29/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/29/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

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## CONTRACT AMENDMENT #3

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	<b>Original Contract Number</b> 21 IHGA 168836
<b>Contractor</b> Gunnison County Contractor's State of Incorporation: <b>Colorado</b>	<b>Amendment Contract Number</b> 25 IHGA 191156
<b>Current Contract Maximum Amount</b> Initial Term 06/01/2021-05/31/2022                      \$849.62 Extension Terms 06/01/2022-05/31/2023                      \$1,293.03 06/01/2023-06/30/2024                      \$5,478.95 07/01/2024-06/30/2025                      \$6,403.75  Total for All State Fiscal Years \$14,025.35	<b>Contract Performance Beginning Date</b> June 01, 2022  <b>Current Contract Expiration Date</b> June 30, 2025

### 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.

<p style="text-align: center;"><b>CONTRACTOR</b> Gunnison County</p>   By: _____  Date: _____	<p style="text-align: center;"><b>STATE OF COLORADO</b>                  Jared Polis, Governor                  Colorado Department of Human Services                  Michelle Barnes, Executive Director</p>   By: Barry J. Pardus, Deputy Director, Office of Economic Security  Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. **Exhibit A-2 – Statement of Work** is modified by the addition of **Exhibit A-3 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-2 – Amendment 14 – 23 IHGA 184226** is modified by the addition of **Exhibit C-3 – Amendment 15 – 25 IHGA 191309**, attached and incorporated herein.

**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 A-3 – Statement of Work

### A. Background

For purposes of this Exhibit A-3, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C-3 – Amendment 15 - 25 IHGA 191309) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

### B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

### C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A-1. The Minimum Payment for the period of July 1, 2024 to June 30, 2025 is \$6,961,250.00, which is based upon an estimated 625,000 income verification requests at \$11.09 per income verification request, plus a \$5,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}] / [\text{Total Participating counties' Previous Usage}]}{[\text{County Percentage}]} \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$\begin{aligned} [\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] &= \text{Total Deficiency} \\ [\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] &= \text{County Deficiency} \\ [\text{County Deficiency}] / [\text{Total counties' Deficiency}] &= \text{Deficient County Percentage} \\ [\text{Deficient County Percentage}] \times [\text{Total Deficiency}] &= \text{Deficient County Payment to State} \end{aligned}$$

**This table represents each county's financial obligation:**

<b>Participating County and Participating Entity Allocation Chart</b>					
<b>July 1, 2024 - June 30, 2025</b>					
<b>Participating County / Participating Entity</b>	<b>Minimum Number of Transactions Included with Annual Subscription</b>	<b>Rate</b>	<b>Minimum Annual Subscription Payment</b>	<b>Account Service Fee</b>	<b>Total Financial Obligation</b>
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80

<b>Participating County / Participating Entity</b>	<b>Minimum Number of Transactions Included with Annual Subscription</b>	<b>Rate</b>	<b>Minimum Annual Subscription Payment</b>	<b>Account Service Fee</b>	<b>Total Financial Obligation</b>
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650		\$18,298.50	\$81.00	\$18,379.50
Lincoln	25		\$277.25	\$1.25	\$278.50
Mesa	8,400		\$93,156.00	\$402.00	\$93,558.00
Moffat	575		\$6,376.75	\$27.00	\$6,403.75
Montezuma	5,900		\$65,431.00	\$282.00	\$65,713.00
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00
Park	200		\$2,218.00	\$9.00	\$2,227.00
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20
Routt	425		\$4,713.25	\$21.00	\$4,734.25
San Miguel / Ouray	25		\$277.25	\$1.25	\$278.50

<b>Participating County / Participating Entity</b>	<b>Minimum Number of Transactions Included with Annual Subscription</b>	<b>Rate</b>	<b>Minimum Annual Subscription Payment</b>	<b>Account Service Fee</b>	<b>Total Financial Obligation</b>
Summit	350		\$3,881.50	\$18.00	\$3,899.50
Teller	425		\$4,713.25	\$21.00	\$4,734.25
Washington	75		\$831.75	\$3.00	\$834.75
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95
Yuma	25		\$277.25	\$1.25	\$278.50
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00
<b>Total</b>	<b>625,000</b>		<b>\$11.09</b>	<b>\$6,931,250.00</b>	<b>\$30,000.00</b>

#### **D. Miscellaneous Provisions**

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
  - a. Extend until June 30, 2025 the State's agreement with TALX corporation; and
  - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

### Exhibit C-3

#### AMENDMENT 15 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 15 is entered into by and between **Equifax Workforce Solutions LLC, a provider of Equifax Verification Services (“EWS” or “EVS”)** and **The State of Colorado, Colorado Department of Human Services (“CDHS” or “Agency”)** jointly “the Parties,” with reference to the following:

**WHEREAS**, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

**WHEREAS**, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

**WHEREAS**, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

**WHEREAS**, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “**Third Temporary Extension Period; Amendment 3**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “**Fourth Temporary Extension Period; Amendment 4**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (“**Amendment 5**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to

provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “**Fifth Temporary Extension Period; Amendment 6**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the “**Sixth Temporary Extension Period; Amendment 7**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the “**Seventh Temporary Extension Period; Amendment 8**”); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and add a new Scope of Work to allow Colorado government entities, “Participating Entities”, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the “**Third Successive Schedule A; Amendment 9**”); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (“**Amendment 10**”); and

**WHEREAS**, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 – May 31, 2023 and to add access to the system by Batch (the “**Fourth Successive Schedule A; Amendment 11**”); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification (VOE/VOI) Database and Web Services and to reflect EWS’ name change (“**Amendment 12**”); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 – June 30, 2023 (the “**Eighth Temporary Extension Period**”; “**Amendment 13**”); and

**WHEREAS**, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2023, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2023 – June 30, 2024 (the “**Second Successive Schedule A; Amendment 14**”); and

**WHEREAS**, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2024 – June 30, 2025. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 15, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

**NOW, THEREFORE,** upon Colorado State Controller signature, and effective on July 1, 2024, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 15 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

- A. CDHS hereby exercises a one (1) year extension beginning July 1, 2024 and ending on June 30, 2025.
- B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2024. The SOW and Exhibit 1-A to the Universal Membership Agreement for the "Participation Agreement for Participating Entity" from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2024.

**IN WITNESS WHEREOF,** the Parties have executed this 15<sup>TH</sup> Amendment through their duly authorized representatives.

**STATE OF COLORADO**

**Equifax Workforce Solutions LLC,  
provider of Equifax Verification Services**

**Jared Polis, GOVERNOR**

Colorado Department of Human Services

Michelle Barnes, Executive Director

By \_\_\_\_\_  
 (signature): \_\_\_\_\_  
 Name \_\_\_\_\_  
 (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 (signature): \_\_\_\_\_  
 Name \_\_\_\_\_  
 (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**This Amendment 15 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller**

**COLORADO DEPARTMENT OF HUMAN SERVICES  
 CONTROLLER**

**By (signature):** \_\_\_\_\_

**Name/Title: (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE A**  
**TO THE UNIVERSAL MEMBERSHIP AGREEMENT**  
 EQUIFAX VERIFICATION SERVICES

<b>"Agency":</b>	The State of Colorado, Colorado Department of Human Services
<b>"Effective Date" of this Schedule A:</b>	<b>July 1, 2023</b>
<b>Industry Type:</b>	Government
<b>"Agreement":</b>	<b><i>Universal Membership Agreement</i></b>
<b>Agreement effective date:</b>	August 26, 2015

Agency may request various Services from EVS (i) during the term of the Agreement, (ii) in accordance with the Agreement and this Schedule A (which is part of the Agreement), and (iii) only when intended to be used for the use case described below. Some Services have additional terms and conditions which are referenced in Schedule A-1. Agency will pay EVS for the Services pursuant to the terms of Schedule A-2. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contain an "entire agreement" or "merger" clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year ("Initial Term"), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless otherwise terminated in accordance with the terms of the Agreement.

**1. AGENCY INFORMATION.** *(Please use the physical business location address; a P.O. Box is not acceptable.)*

Agency Name:	Colorado Department of Human Services	Phone:	303-866-5700
Address:	1575 Sherman St	State:	CO
City:	Denver	Zip Code:	80203

DBA or Management Agency, if different:	
Website address:	www.colorado.gov/cdhs

**2. MAIN CONTACT INFORMATION.**

Name:	Barry Pardus	Phone / Fax:	303-866-3726 /
Title:	Interim Office Director	Email:	barry.pardus@state.co.us
Supervisor:	Anne-Marie Braga	Supervisor Phone:	

**IN WITNESS WHEREOF**, the parties have executed this Schedule A on the date indicated below.

**Agency**

By  
 (signature): \_\_\_\_\_  
 Name \_\_\_\_\_  
 (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Equifax Workforce Solutions LLC, provider of Equifax Verification Services**

By  
 (signature) \_\_\_\_\_  
 : \_\_\_\_\_  
 Name \_\_\_\_\_  
 (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCHEDULE A-1**

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**SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS**

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**1. SERVICE DESCRIPTIONS****A. The Work Number® Services.**

**The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

**2. ADDITIONAL TERMS AND CONDITIONS**

**A. Agency Representation.** Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.

**B. Audit.** Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency’s failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.

**C. Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. (“GLB”) and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.

**D. Modification of Service Description.** EVS may modify this Schedule A, including pricing, on thirty (30) days’ notice to Agency. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency’s agreement to the modification.

**E. Input Requirements.**

**(1) Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS’s standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.

**(2) Online.** Agency shall request access to Data and Service by inputting the Consumer’s social security number at the relevant EVS website.

**F. Delivery.**

**(1) Batch.** Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

**(2) Online.** The Service will be delivered online, providing automated access to requested Data.

## SCHEDULE A-2

### PAYMENT TERMS AND SERVICE PRICING

#### 1. **PAYMENT TERMS AND CONDITIONS.**

**A. Invoices.** All Fees (except the one-time Setup Fee) shall apply during any Renewal Term. EVS reserves the right to increase all Fees pursuant to the terms of the Agreement. Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty-five (45) days. Agency will be invoiced electronically through EVS's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Agency's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written notice. If payment is made by credit card, EVS will charge the credit card each month for Transactions completed in the prior month.

Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Agency, in good faith, disputes any portion of an amount invoiced, Agency shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to EVS in writing within ninety (90) days from the date of the invoice for those Services. Agency waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

In the event that it is determined or agreed that Agency must or will pay the disputed amount, then Agency shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by EVS at the interest rate set forth above. In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

**B. Agency Purchase Orders.** If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency's agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

**C. Taxes.** Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

#### 2. **SERVICE PRICING.**

##### **A. Third Party Fees Applicable to All Services.**

- (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.
- (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

**B. The Work Number® Services**

Service Name		Annual Subscription Payment <sup>1</sup>	Annual Transactions Included in the Annual Subscription <sup>1</sup>
Express Social Service Verification	Internal EFX Use		
Subscription Service (Annual)	0210111385	\$6,931,250.00	625,000
Overage Charges	0210111384		\$11.09
	3 Full Months 0210112497		
	6 Full Months 0210112511		
	1 Full Year 0210112512		
	3 Full Years 0210112513		
	Purchase All 0210112514		

<sup>1</sup> **Participating County and Entity Allocation.** The Work Number Express Social Service Verification Annual Subscription Payment and Annual Transactions Included in the Annual Subscription shall be allocated amongst the Participating County and Participating Entities in accordance with the chart attached hereto as Exhibit 1.

**C. Pricing Terms**

- (1) **Order Date Ranges.** The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various “pay date” range or “Purchase all” options. Order options will include: “3 full months”, “6 full months”, “1 full year”, “3 full years”, and “Purchase all” records. Date ranges go back in full calendar months, i.e. selecting “3 full months” on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- (2) **Annual Commitment.** Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation, including any overages that have been incurred, but not paid. Should the Agency cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, if the Agency has not met the Annual Transactions Included in the Annual Subscription as required, the difference between the Annual Subscription Payment and the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.
- (3) **Transaction.** A ‘Transaction’ is defined by a database search which returns data in the form of a Verification Report. A ‘Verification Report’ is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions. The above pricing reflects the rate for each ‘successful’ Transaction and is based on one single use/decision per Transaction.
- (4) **Overages.** If Agency exceeds the Annual Number of Transactions Included with the Annual Subscription Payment during any Term (Initial Term or Renewal Term), applicable Overage Charges will be charged for the remainder of the then-current Term on a per Transaction basis.

**3. ADDITIONAL SERVICE FEES.**

Internal EFX Use		
<b>Annual Setup Fee</b>	0210100037	\$0.00
<b>Monthly Account Servicing Fee</b>	0210100693	\$2,500.00

EXHIBIT 1  
Participating County and Participating Entity Allocation Chart

<b>Participating County and Participating Entity Allocation Chart</b>					
<b>July 1, 2024 - June 30, 2025</b>					
<b>Participating County / Participating Entity</b>	<b>Minimum Number of Transactions Included with Annual Subscription</b>	<b>Rate</b>	<b>Minimum Annual Subscription Payment</b>	<b>Account Service Fee</b>	<b>Total Financial Obligation</b>
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650	\$18,298.50	\$81.00	\$18,379.50	
Lincoln	25	\$277.25	\$1.25	\$278.50	
Mesa	8,400	\$93,156.00	\$402.00	\$93,558.00	
Moffat	575	\$6,376.75	\$27.00	\$6,403.75	

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation	
Montezuma	5,900	\$11.09	\$65,431.00	\$282.00	\$65,713.00	
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00	
Park	200		\$2,218.00	\$9.00	\$2,227.00	
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25	
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80	
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50	
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20	
Routt	425		\$4,713.25	\$21.00	\$4,734.25	
San Miguel / Ouray	25		\$277.25	\$1.25	\$278.50	
Summit	350		\$3,881.50	\$18.00	\$3,899.50	
Teller	425		\$4,713.25	\$21.00	\$4,734.25	
Washington	75		\$831.75	\$3.00	\$834.75	
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95	
Yuma	25		\$277.25	\$1.25	\$278.50	
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25	
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00	
<b>Total</b>	<b>625,000</b>			<b>\$6,931,250.00</b>	<b>\$30,000.00</b>	<b>\$6,961,250.00</b>

**Exhibit A  
Agency Information**

**(To be completed by Agency prior to Services being provided)**

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	<b>Barry Pardus</b>
Onsite contact email and phone number.	<b>barry.pardus@state.co.us, (303) 866-3726</b>

**Additional User Information**

**IMPORTANT:** All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	Name	E-mail Address
<b>User1:</b>	n/a	n/a
<b>User2:</b>		
<b>User3:</b>		
<b>User4:</b>		
<b>User5:</b>		

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the webManager function. WebManagers have the ability to add, manage and approve users within the organization. If Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

**Billing Information**

<b>Billing Contact:</b>	<b>Jacques Livingston</b>	<b>Billing Address:</b>	<b>1575 Sherman Street</b>
<b>Billing Contact Title:</b>	<b>Finance Manager</b>	<b>City:</b>	<b>Denver</b>
<b>Billing Phone #:</b>	<b>720-413-7337</b>	<b>State:</b>	<b>CO</b>
<b>Billing Fax #:</b>	n/a	<b>Zip Code:</b>	<b>80203</b>
<b>Billing E-mail:</b>	<b>jacques.livingston@state.co.us</b>		

Is Agency Tax Exempt?  Yes  No

If Yes, please submit tax exemption certificate.

**Agency Type:**

<input checked="" type="checkbox"/>	<b>Federal/State/County/City/Local/Government</b>	<input type="checkbox"/>	<b>Social Security Administration</b>
<input type="checkbox"/>	<b>Non- Profit Organization</b>	<input type="checkbox"/>	<b>Housing Authority</b>
<input type="checkbox"/>	<b>For-Profit Organization</b>	<input type="checkbox"/>	<b>Third Party Vendor for Government Agency</b>
<input type="checkbox"/>	<b>Apartment Complex/Property Management</b>	<input type="checkbox"/>	<b>Other: Please specify</b>

**Each program requires documented proof. Specific Program(s) that will use this service:**

<input checked="" type="checkbox"/>	<b>Food Stamps</b>	<input checked="" type="checkbox"/>	<b>TANF</b>	<input checked="" type="checkbox"/>	<b>MEDICAID</b>
<input checked="" type="checkbox"/>	<b>Child Support Enforcement</b>	<input checked="" type="checkbox"/>	<b>Daycare Assistance</b>	<input checked="" type="checkbox"/>	<b>Low-Income Energy Assistance</b>
<input type="checkbox"/>	<b>Pre-Employment</b>	<input checked="" type="checkbox"/>	<b>Work-related Assistance</b>	<input type="checkbox"/>	<b>Collections</b>
<input checked="" type="checkbox"/>	<b>Low-Income Housing</b>	<input type="checkbox"/>	<b>Mortgage Loans</b>		
<input checked="" type="checkbox"/>	<b>Other: (Please indicate other program(s) that will use this service: Child Support</b>				

If Agency is an **Apartment Complex** or **Property Management Agency**, please answer the following questions:

How many units does Agency have? n/a  
 How many of those are subsidized units? n/a

**Note:** Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority?  Yes  No

If yes, please include the name: \_\_\_\_\_

**Qualifications:** In order to process Agency's application, Agency's agency/organization is required to provide proof (supporting documentation) of Agency's need for employment and income verifications. Please provide the following:

<b>Federal/State/County/City/Local/Government</b>	Social Security Administration
Copy of program's application Income guidelines to determine eligibility	Copy of program's application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations	<b>Third Party Vendor for Government Agency</b>
Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a <b>Federal/State/County/City/Local/Government</b> <b>Funding source</b>	Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a <b>Federal/State/County/City/Local/Government</b> <b>Funding source.</b>
Housing Authority	Apartment Complex/Property Management
Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

**Failure to provide supporting documentation, which must include the name of Agency's agency/organization/Agency name, may delay processing of Agency's agreement or disqualify Agency's application.**

**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE**

<b>State Agency</b> Department of Human Services Division of Child Support Services	<b>Original Contract Number</b> 21 IHGA 168836
<b>Contractor</b> Gunnison County	<b>Amendment Contract Number</b> 22 IHGA 175876
<b>Current Contract Maximum Amount</b> Initial Term 6.1.2021 – 5.31.2022 \$849.62 Extension Terms 6.1.2022 – 5.31.2023 \$1,293.03  Total for All Fiscal Years \$2,142.65	<b>Contract Performance Beginning Date</b> 6/1/2022  <b>Current Contract Expiration Date</b> 5/31/2023

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>CONTRACTOR</b> Gunnison County	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
Signed: _____	Signed: _____ <small>DocuSigned by:</small> <i>Barry J. Pardus</i> <small>E15BD59FC154462...</small>
Printed Name: <u>Matthew Birnie</u>	Printed Name: <u>Barry J. Pardus</u>
Title: <u>County Manager</u>	Title: <u>Deputy Director - OES</u>
Date: _____	Date: <u>5/13/2022</u>
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.	
<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>	
By: _____ Andrea Eurich / Janet Miks / Toni Williamson	
Amendment Effective Date: _____	

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or June 1, 2022, whichever is later and shall terminate on the termination of the Contract.

4. **PURPOSE**

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

5. **MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. **Exhibit A – Statement of Work** is modified by the addition of **Exhibit A-1 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C – Amendment 9 – 22 IHGA 169011** is modified by the addition of **Exhibit C-1 – Amendment 11 – 22 IHGA 175559**, attached and incorporated herein.

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 A-1 – Statement of Work

### A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C – Amendment 11 - 22 IHGA 175559) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

### B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

### C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of June 1, 2022 to May 31, 2023 is \$4,857,250.00, which is based upon an estimated 725,000 income verification requests at \$6.65 per income verification request, plus a \$3,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}] / [\text{Total Participating counties' Previous Usage}] = \text{County Percentage}}{[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

**This table represents each county's financial obligation:**

<b>County</b>	<b>Minimum Usage (June 2022 - May 31, 2023)</b>	<b>Minimum Cost (June 2022 - May 31, 2023)</b>	<b>Account Service Fee (June 2022 - May 31, 2023)</b>	<b>Total Financial Obligation (June 2022 - May 31, 2023)</b>
Adams	46,847	\$311,532.55	\$2,326.20	\$313,858.75
Alamosa	68	\$452.20	\$3.38	\$455.58
Arapahoe	90,549	\$602,150.85	\$4,496.23	\$606,647.08
Archuleta	65	\$432.25	\$3.23	\$435.48
Bent	23	\$152.95	\$1.14	\$154.09
Boulder	21,395	\$142,276.75	\$1,062.37	\$143,339.12
Broomfield	4,015	\$26,699.75	\$199.37	\$26,899.12
Clear Creek	23	\$152.95	\$1.14	\$154.09
Conejos	98	\$651.70	\$4.87	\$656.57
Crowley	194	\$1,290.10	\$9.63	\$1,299.73
Delta	813	\$5,406.45	\$40.37	\$5,446.82
Denver	110,665	\$735,922.25	\$5,495.09	\$741,417.34
Douglas	2,139	\$14,224.35	\$106.21	\$14,330.56
Eagle	1,519	\$10,101.35	\$75.43	\$10,176.78
Elbert	23	\$152.95	\$1.14	\$154.09
El Paso	53,389	\$355,036.85	\$2,651.04	\$357,687.89
Fremont	3,315	\$22,044.75	\$164.61	\$22,209.36
Grand/Jackson	211	\$1,403.15	\$10.48	\$1,413.63
Gunnison	193	\$1,283.45	\$9.58	\$1,293.03
Jefferson	48,601	\$323,196.65	\$2,413.29	\$325,609.94
Kiowa	23	\$152.95	\$1.14	\$154.09
Kit Carson	23	\$152.95	\$1.14	\$154.09
Lake	222	\$1,476.30	\$11.02	\$1,487.32
La Plata/San Juan	1,961	\$13,040.65	\$97.37	\$13,138.02
Larimer	35,329	\$234,937.85	\$1,754.27	\$236,692.12
Las Animas	360	\$2,394.00	\$17.88	\$2,411.88
Mesa	6,778	\$45,073.70	\$336.56	\$45,410.26
Moffat	367	\$2,440.55	\$18.22	\$2,458.77
Montezuma	2,475	\$16,458.75	\$122.90	\$16,581.65
Morgan	4,601	\$30,596.65	\$228.46	\$30,825.11
Park	23	\$152.95	\$1.14	\$154.09
Pitkin	82	\$545.30	\$4.07	\$549.37
Prowers	23	\$152.95	\$1.14	\$154.09
Pueblo	16,387	\$108,973.55	\$813.70	\$109,787.25
Rio Grande/Mineral	109	\$724.85	\$5.41	\$730.26
Routt	492	\$3,271.80	\$24.43	\$3,296.23
San Miguel/Ouray	180	\$1,197.00	\$8.94	\$1,205.94
Summit	480	\$3,192.00	\$23.83	\$3,215.83
Weld	55,532	\$369,287.80	\$2,757.45	\$372,045.25
CDHS SNAP QA	408	\$2,713.20	\$20.26	\$2,733.47
HCPF	215,000	\$1,429,750.00	\$10,675.86	\$1,440,425.86

<b>TOTAL</b>	<b>725,000</b>	<b>\$4,821,250.00</b>	<b>\$36,000.00</b>	<b>\$4,857,250.00</b>
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**D. Miscellaneous Provisions**

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
  - a. Extend until May 31, 2023 the State's agreement with TALX corporation; and
  - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

**Exhibit C-1 – Amendment 11 – 22 IHGA 175559**

**AMENDMENT 11 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT**

This Amendment 11 is entered into by and between **TALX Corporation, a provider of Equifax Verification Services** (“TALX” or “EVS”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS” or “Agency”) jointly “the Parties,” with reference to the following:

**WHEREAS**, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

**WHEREAS**, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

**WHEREAS**, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

**WHEREAS**, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, CDHS exercised its second optional renewal term (as permitted in Section II of Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “**Third Temporary Extension Period; Amendment 3**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “**Fourth Temporary Extension Period; Amendment 4**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (“**Amendment 5**”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “**Fifth Temporary Extension Period; Amendment 6**”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the “**Sixth Temporary Extension Period; Amendment 7**”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the “**Seventh Temporary Extension Period; Amendment 8**”); and

**WHEREAS**, the Parties subsequently amended the Agreement in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and allow Colorado government entities, “Participating Entities”, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the “**Third Successive Schedule A; Amendment 9**”); and

**WHEREAS**, the Parties subsequently amended the Agreement in order to add a new Section to the Statement of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (“**Amendment 10**”); and

**WHEREAS**, the Parties desire to add access to the system by Batch with the applicable terms and conditions outlined herein; and amend the Agreement as set forth below. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 11, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

**NOW, THEREFORE**, upon Colorado State Controller signature, and effective on June 1, 2022 , the Parties do hereby agree to amend the Agreement as follows:

This Amendment 11 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

- A. CDHS hereby exercises a one (1) year extension beginning June 1, 2022 and ending on May 31, 2023.

**B. Pricing Terms & Conditions:**

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	Minimum Annual Fixed Fee (June 1, 2022 – May 31, 2023)	Transaction Ceiling (Total # of Transactions) (June 1, 2022 – May 31, 2023)	Cost Above Ceiling (Per Transaction)
		\$4,821,250	725,000

- **Monthly Account Servicing Fee for the Fourth Successive Schedule Extension Period:** \$3,000.00
- The Fixed Fee for the products listed will be payable as the Transactions come in (billed at the Cost Above Ceiling rate per Transaction). At the end of the Extension Period, if CDHS has not met the Minimum Annual Fixed Fee, the difference between the Minimum Annual Fixed Fee and that for the Transactions paid will be due and payable.
- The above pricing reflects the rate for each successful Transaction and is based on one use/decision per Transaction. A “Transaction” is defined by a database search which successfully returns Data. Each employer returned in a Verification Report constitutes a separate “Transaction”. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.
- Each Transaction performed above the included Total Number of Transaction Ceiling, will be charged at the Cost Above Ceiling Per Transaction fee noted above and shall be billed beginning in the month in which the Transaction Ceiling has been exceeded.
- EVS may modify the Service Descriptions or Fee on thirty (30) days’ notice to CDHS. CDHS may terminate the Service within thirty (30) days after notice of a modification to the Service Description or Fee on written notice to EVS. Absence of such termination shall constitute CDHS’s agreement to such modification.
- Notwithstanding anything herein or the Agreement to the contrary, in the event CDHS terminates the Agreement or Schedule A prior to the end of the current term, CDHS shall pay one hundred percent (100%) of the remaining Minimum Annual Fixed Fee amount due under the current term obligation, including any Cost Above Ceiling overage fees that have been incurred, but not paid. Should CDHS cancel prior to the end of the month, that month (and any Cost Above Ceiling overage fees incurred in that month) shall be considered part of the remaining Minimum Annual Fixed Fee.

**C. Exhibit 1 to Schedule A** is in addition to the existing Exhibit 1(s) to Schedule A as follows:

County	Minimum Usage (June 2022 - May 31, 2023)	Minimum Cost (June 2022 - May 31, 2023)	Account Service Fee (June 2022 - May 31, 2023)	Total Financial Obligation (June 2022 - May 31, 2023)
Adams	46,847	\$311,532.55	\$2,326.20	\$313,858.75
Alamosa	68	\$452.20	\$3.38	\$455.58
Arapahoe	90,549	\$602,150.85	\$4,496.23	\$606,647.08
Archuleta	65	\$432.25	\$3.23	\$435.48

Bent	23	\$152.95	\$1.14	\$154.09
Boulder	21,395	\$142,276.75	\$1,062.37	\$143,339.12
Broomfield	4,015	\$26,699.75	\$199.37	\$26,899.12
Clear Creek	23	\$152.95	\$1.14	\$154.09
Conejos	98	\$651.70	\$4.87	\$656.57
Crowley	194	\$1,290.10	\$9.63	\$1,299.73
Delta	813	\$5,406.45	\$40.37	\$5,446.82
Denver	110,665	\$735,922.25	\$5,495.09	\$741,417.34
Douglas	2,139	\$14,224.35	\$106.21	\$14,330.56
Eagle	1,519	\$10,101.35	\$75.43	\$10,176.78
Elbert	23	\$152.95	\$1.14	\$154.09
El Paso	53,389	\$355,036.85	\$2,651.04	\$357,687.89
Fremont	3,315	\$22,044.75	\$164.61	\$22,209.36
Grand/Jackson	211	\$1,403.15	\$10.48	\$1,413.63
Gunnison	193	\$1,283.45	\$9.58	\$1,293.03
Jefferson	48,601	\$323,196.65	\$2,413.29	\$325,609.94
Kiowa	23	\$152.95	\$1.14	\$154.09
Kit Carson	23	\$152.95	\$1.14	\$154.09
Lake	222	\$1,476.30	\$11.02	\$1,487.32
La Plata/San Juan	1,961	\$13,040.65	\$97.37	\$13,138.02
Larimer	35,329	\$234,937.85	\$1,754.27	\$236,692.12
Las Animas	360	\$2,394.00	\$17.88	\$2,411.88
Mesa	6,778	\$45,073.70	\$336.56	\$45,410.26
Moffat	367	\$2,440.55	\$18.22	\$2,458.77
Montezuma	2,475	\$16,458.75	\$122.90	\$16,581.65
Morgan	4,601	\$30,596.65	\$228.46	\$30,825.11
Park	23	\$152.95	\$1.14	\$154.09
Pitkin	82	\$545.30	\$4.07	\$549.37
Prowers	23	\$152.95	\$1.14	\$154.09
Pueblo	16,387	\$108,973.55	\$813.70	\$109,787.25
Rio Grande/Mineral	109	\$724.85	\$5.41	\$730.26
Routt	492	\$3,271.80	\$24.43	\$3,296.23
San Miguel/Ouray	180	\$1,197.00	\$8.94	\$1,205.94
Summit	480	\$3,192.00	\$23.83	\$3,215.83
Weld	55,532	\$369,287.80	\$2,757.45	\$372,045.25
CDHS SNAP QA	408	\$2,713.20	\$20.26	\$2,733.47
HCPF	215,000	\$1,429,750.00	\$10,675.86	\$1,440,425.86
<b>TOTAL</b>	<b>725,000</b>	<b>\$4,821,250.00</b>	<b>\$36,000.00</b>	<b>\$4,857,250.00</b>

- D. Agency Use of Service.** The parties agree to amend Schedule A – The Work Number® Express Social Service Verification – Fees and Service Description in order to add eBatch Services and access. The parties agree to revise Sections I (a), I(b) and I(c) in their entirety to now read as follows:

**I) (a) - Product.**

**i. The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

**ii. The Work Number® eBatch Employment Verification.** An Employment Verification, provided in a batch-only delivery mode (“eBatch Service”), includes the Consumer’s (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available.

**iii. The Work Number® eBatch Income Verification.** An Employment and Income Verification, provided in a batch-only delivery mode (“eBatch Service”), includes the Consumer’s (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, (vi) position title, where available, and up to three years of income history, where available.

**I) (b) – Input Requirements.**

**i. Online.** Agency shall request access to Data and Service by inputting the Consumer’s social security number at the relevant EVS website.

**ii. eBatch (Employment and/or Income).** Agency may request the Data and Service be delivered via ‘batch’ by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS’s standard format and secure batch website. If utilized, the ‘batch’ Service requires the Agency or Participating County, to periodically create and deliver a request file of Consumer social security numbers to EVS. EVS will process the request file and deliver a return file of “Active” only Employment or Income Verifications on social security numbers for which it has Data. Each party will bear the cost of producing their batch files. Upon submission of a file, Agency is obligated to pay all charges and/or fees in accordance with the Payment Terms and Pricing between EVS and Agency. Agency is responsible for providing a file in the correct format and for ensuring that the file being submitted is not in error.

**I)(c) – Output.**

**i. Online.** The Service will be delivered online, providing automated access to requested Data.

**ii. eBatch (Employment and/or Income).** Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

IN WITNESS WHEREOF, the Parties have executed this 11<sup>TH</sup> Amendment through their duly authorized representatives.

**STATE OF COLORADO**  
**Jared Polis, GOVERNOR**

Colorado Department of Human Services  
Michelle Barnes, Executive Director

**TALX Corporation,**  
**provider of Equifax Verification Services**

By  
(signature): \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By  
(signature): \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**This Amendment 11 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller**

**COLORADO DEPARTMENT OF HUMAN SERVICES  
CONTROLLER**

**By (signature):** \_\_\_\_\_

**Name/Title: (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Contract Agreement; State of Colorado Department o

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

verification services for eligibility programs in DHS

**Fiscal Impact:**

**Submitted by:** Randy Morgan for Joni Reynolds

**Submitter's Email Address:** rmorgan@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/13/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/14/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/14/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/18/2021

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## STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

### SIGNATURE AND COVER PAGES

<b>State Agency</b> Colorado Department of Human Services Office of Economic Security	<b>Contractor</b> Gunnison County Contractor's State of Incorporation: <b>Colorado</b>
<b>Contract Maximum Amount</b> Initial Term 6.1.2021 – 5.31.2022 <span style="float: right;">\$849.62</span>  Maximum Amount for All Fiscal Years <span style="float: right;">\$849.62</span>	<b>Contract Performance Beginning Date</b> The later of the Effective Date or June 1, 2021  <b>Initial Contract Expiration Date</b> May 31, 2022 or otherwise upon termination of the Schedule A as specified in the Work Number Agreement  Except as stated in <b>§2.D</b> , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 <b>Years</b> from its Performance Beginning Date.
<b>Pricing/Funding</b> Price Structure: Fixed Price Contractor shall invoice: As specified elsewhere Fund Source: CFMS	<b>Options</b> The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
<b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §8:  Worker's Compensation: Yes General Liability: Yes Automobile Liability: <b>No</b> Protected Information: <b>No</b> Professional Liability Insurance: <b>No</b> Crime Insurance: <b>No</b>	<b>Miscellaneous</b> Authority to enter into this Contract exists in: C.R.S. § 26-1-111 Law-Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): N/A
<b>State Representative</b> Barry Pardus, Deputy Director Office of Economic Security 1575 Sherman St., 5 <sup>th</sup> Floor Denver, CO 80203 (303) 866-3726 barry.pardus@state.co.us	<b>Contractor Representative</b> Joni Reynolds, Director Gunnison County Department of Health and Human Services 225 North Pine Street Gunnison, CO 81230 (970) 641-7940 jreynolds@gunnisoncounty.org

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A – Statement of Work

Exhibit B – Universal Membership Agreement - 16 IHEA 83111

Exhibit C – Amendment 9 - 22 IHGA 169011

Exhibit D – UMA Exhibit 1-A

**Contract Purpose**

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number.

**Signature Page begins on next page →**

**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.

<p align="center"><b>CONTRACTOR</b> Gunnison County</p> <p>Signed: _____</p> <p>Printed Name: <u>Matthew Birnie</u></p> <p>Title: <u>County Manager</u></p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p>DocuSigned by: <i>Barry J. Pardus</i> E15BD59FC154462...</p> <p>Signed: _____</p> <p>Printed Name: <u>Barry J. Pardus</u></p> <p>Title: <u>Deputy Director - OES</u></p> <p>Date: <u>5/6/2021</u></p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p>By: _____</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">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.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Effective Date: _____</p>	

-- Signature and Cover Pages End --

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the “Effective Date”, which shall be upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this Contract. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

#### C. Extension Terms - State’s Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

**D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

**iii. Payments**

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

- M. “Initial Term”** means the time period defined in §2.B.
- N. “Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- O. “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. “State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose

such information; or (v) was independently developed without reliance on any State Confidential Information.

- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- X. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

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

#### 5. REPORTING - NOTIFICATION

##### A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action

and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

## **6. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

### **B. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### **C. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

## **7. CONFLICTS OF INTEREST**

### **A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an

employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

**B. Apparent Conflicts of Interest**

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

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

**D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.**

**8. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract.

All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

**A. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**B. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJL, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**E. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**G. Primacy of Coverage**

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

**H. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**I. Subrogation Waiver**

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

**J. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**9. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-

109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 10. REMEDIES

### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

#### b. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

### B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

## **11. DISPUTE RESOLUTION**

### **A. Initial Resolution**

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

### **B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **12. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **13. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## **14. GENERAL PROVISIONS**

### **A. Assignment**

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at

assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

**B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

**C. Binding Effect**

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D. Authority**

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

**E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

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

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. Order of Precedence**

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**M. Severability**

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

**N. Survival of Certain Contract Terms**

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

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in **§18.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**R. CORA Disclosure**

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

**S. Standard and Manner of Performance**

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

**T. Licenses, Permits, and Other Authorizations.**

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

**15. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in

§24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

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

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

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that

the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**16. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after

such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**C. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**D. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**E. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**F. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

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**17. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
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	<b>Contract Performance Beginning Date</b> Month Day, Year
	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1E:** 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.

<p><b>STATE OF COLORADO</b>                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>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.</p> <p><b>STATE CONTROLLER</b></p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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## Exhibit A – Statement of Work

### A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment Exhibit C – Amendment 9 - 22 IHGA 169011) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

### B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

### C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of June 1, 2021 to May 31, 2022 is \$3,419,800.00, which is based upon an estimated 535,000 income verification requests at \$6.28 per income verification request, plus a \$5,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$

$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

**This table represents each county's financial obligation:**

<b>County</b>	<b>Minimum Usage (Jun. 1, 2021 - May 31, 2022)</b>	<b>Minimum Cost</b>	<b>Admin. Fee</b>	<b>Total Financial Obligation</b>
Adams	32,150	\$201,902.00	\$3,605.09	<b>\$205,507.09</b>
Alamosa	46	\$288.88	\$4.75	<b>\$293.63</b>
Arapahoe	62,141	\$390,245.48	\$6,988.52	<b>\$397,234.00</b>
Archuleta	44	\$276.32	\$4.54	<b>\$280.86</b>
Bent	15	\$94.20	\$1.30	<b>\$95.50</b>
Boulder	14,683	\$92,209.24	\$1,646.17	<b>\$93,855.41</b>
Broomfield	2,755	\$17,301.40	\$308.54	<b>\$17,609.94</b>
Clear Creek	16	\$100.48	\$1.30	<b>\$101.78</b>
Conejos	67	\$420.76	\$7.06	<b>\$427.82</b>
Crowley	133	\$835.24	\$14.49	<b>\$849.73</b>
Delta	558	\$3,504.24	\$62.12	<b>\$3,566.36</b>
Denver	75,946	\$476,940.88	\$8,516.78	<b>\$485,457.66</b>
Douglas	1,468	\$9,219.04	\$164.18	<b>\$9,383.22</b>
Eagle	1,043	\$6,550.04	\$116.45	<b>\$6,666.49</b>
Elbert	16	\$100.48	\$1.30	<b>\$101.78</b>
El Paso	36,640	\$230,099.20	\$4,108.61	<b>\$234,207.81</b>
Fremont	2,275	\$14,287.00	\$254.63	<b>\$14,541.63</b>
Grand/Jackson	145	\$910.60	\$15.75	<b>\$926.35</b>
Gunnison	133	\$835.24	\$14.38	<b>\$849.62</b>
Jefferson	33,354	\$209,463.12	\$3,740.13	<b>\$213,203.25</b>
Kiowa	16	\$100.48	\$1.30	<b>\$101.78</b>
Kit Carson	16	\$100.48	\$1.30	<b>\$101.78</b>
Lake	152	\$954.56	\$16.58	<b>\$971.14</b>
La Plata/San Juan	1,346	\$8,452.88	\$150.47	<b>\$8,603.35</b>
Larimer	24,246	\$152,264.88	\$2,718.64	<b>\$154,983.52</b>
Las Animas	247	\$1,551.16	\$27.26	<b>\$1,578.42</b>
Mesa	4,651	\$29,208.28	\$521.15	<b>\$29,729.43</b>
Moffat	252	\$1,582.56	\$27.78	<b>\$1,610.34</b>
Montezuma	1,699	\$10,669.72	\$190.04	<b>\$10,859.76</b>
Morgan	3,158	\$19,832.24	\$353.66	<b>\$20,185.90</b>
Park	16	\$100.48	\$1.30	<b>\$101.78</b>
Pitkin	56	\$351.68	\$5.80	<b>\$357.48</b>
Prowers	16	\$100.48	\$1.31	<b>\$101.79</b>
Pueblo	11,246	\$70,624.88	\$1,260.73	<b>\$71,885.61</b>
Rio Grande/Mineral	75	\$471.00	\$7.89	<b>\$478.89</b>
Routt	338	\$2,122.64	\$37.41	<b>\$2,160.05</b>
San Miguel/Ouray	123	\$772.44	\$13.34	<b>\$785.78</b>
Summit	329	\$2,066.12	\$36.47	<b>\$2,102.59</b>

Weld	38,110	\$239,330.80	\$4,273.48	<b>\$243,604.28</b>
CDHS SNAP QA	280	\$1,758.40	\$30.92	<b>\$1,789.32</b>
HCPF	185,000	\$1,161,800.00	\$20,747.08	<b>\$1,182,546.08</b>
<b>TOTAL</b>	<b>535,000</b>	<b>\$3,359,800.00</b>	<b>\$60,000.00</b>	<b>\$3,419,800.00</b>

#### **D. Miscellaneous Provisions**

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
  - a. Extend until May 31, 2022 the State's agreement with TALX corporation; and
  - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

## UNIVERSAL MEMBERSHIP AGREEMENT

### for The Work Number® Social Services

This Universal Membership Agreement (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

#### RECITALS:

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. CDHS wishes to have Participating Counties use use the Service to verify certain Consumer information.

NOW, THEREFORE, EVS and CDHS agree as follows:

1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.
3. **PARTICIPATING COUNTY OBLIGATIONS.**
  - a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
  - b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHS will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

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PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816

EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Participating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

- c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

- d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.
- e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS's written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS's written permission.
- g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

- i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.
- j. Participating County may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County's requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided in Participating County's Participation Agreement. Participating County may change its contact information upon written notice.
- l. Additional representations and warranties as may be set forth in each Schedule A.

**4. PARTICIPATING COUNTY USE OF SERVICE.**

Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number<sup>®</sup> Employment Verification") or income ("The Work Number<sup>®</sup> Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

**5. DATA SECURITY.** This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County's FCRA and other obligations with respect to the access and use of Data.

- a. Participating County will, with respect to handling any Data provided through the Service:
  - 1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,
  - 2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
  - 3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,
  - 4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
  - 5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,
11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,
15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
  20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.
- b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.
6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.
7. **TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.
8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

- 9. WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
- 10. LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.
- 11. INDEMNIFICATION.** EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.
- 12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.
- 13. FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- 14. INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.
- 15. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
- 16. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users" which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County). MIB

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO  
John W. Hickenlooper, GOVERNOR  
Colorado Department of Human Services  
Reggie Bicha, Executive Director

TALX Corporation,  
provider of Equifax Verification Services

By (signature): [Signature]  
Name (print): Hevitta Love  
Title: OES Director  
Date: 8.26.15

By (signature): [Signature]  
Name (print): Michael Mohr  
Title: Vice President - Sales Operations  
Date: 8/13/15

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES  
CONTROLLER

By: [Signature]  
Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/27/15

## UNIVERSAL SERVICE AGREEMENT

## Exhibit 1

## PARTICIPATION AGREEMENT

{Enter County Name} ("Participating County") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "Agreement"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Lizzzi
Main Contact Email Address:	jlizzzi@jeffco.us
Main Contact Phone Number:	303/271-4506
Main Contact Fax Number:	303/271-4795
Main Contact Address:	900 Jefferson County Parkway
Main Contact City:	Golden
Main Contact State:	Colorado
Main Contact Zip:	80401
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County

TALX Corporation,

By (signature): Marcel Berg for Kunze Johnson  
 Name (print): Marcel Berg for Kunze Johnson  
 Title: Deputy Director  
 Date: 9.3.15

By (signature): Michael Muhn  
 Name (print): Michael Muhn  
 Title: Vice President - Sales Operations  
 Date: 5/13/15

**UNIVERSAL MEMBERSHIP AGREEMENT  
for  
The Work Number<sup>®</sup> Social Services**

**Attachment 1 to Exhibit 1**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: \_\_\_\_\_

Date: 9.3.15

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\*  
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud--Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

**AMENDMENT 9 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT AND SCHEDULE A**

This Amendment 9 is entered into by and between **TALX Corporation** (“TALX”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS”) jointly “the Parties,” with reference to the following:

**WHEREAS**, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “Agreement”); and

**WHEREAS**, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “Schedule A”); and

**WHEREAS**, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “Successive Term Schedule A”); and

**WHEREAS**, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “Temporary Extension Period”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, CDHS exercised its second optional renewal term (as permitted in Section II of Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“Amendment 1”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “Second Temporary Extension Period”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “Third Temporary Extension Period”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “Fourth Temporary Extension Period”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (the “Fifth Amendment”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “Fifth Temporary Extension Period”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the “Sixth Temporary Extension Period”); and

**WHEREAS**, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the “Seventh Temporary Extension Period”); and

**WHEREAS**, the Parties desire to amend the Agreement in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 (the Third Successive Schedule A”) and allow Colorado government entities, “Participating Entities”, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 9, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

**NOW, THEREFORE**, upon Colorado State Controller signature and effective on June 1, 2021, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 9 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

A. CDHS hereby exercises a one (1) year extension beginning June 1, 2021 and ending on May 31, 2022.

**B. Pricing:**

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

<b>Income Verifications</b>	<b>Fixed Fee ((June 1, 2021 - May 31, 2022)</b>	<b>Transaction Ceiling (Total # of Transactions) (June 1, 2021 - May 31, 2022)</b>	<b>Cost Above Ceiling (Per Transaction)</b>
	\$3,359,800	535,000	\$6.28

- Monthly Account Servicing Fee for the Third Successive Schedule Extension Period: \$5,000.00
- The Fixed Fee for the products listed above will be payable as the Transactions come in. At the end of the Extension Period, if CDHS has not met the Fixed Fee, the difference between the Fixed Fee and that for the Transactions paid will be due and payable.
- The above pricing reflects the Fee for each successful Transaction and is based on one use/decision per Transaction.
- A “Transaction” is defined by a database search which successfully returns Data.
- The Annual Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. Each hit performed above the Included Annual Hits, will be charged at the overage fee noted above and shall be billed beginning in the month in which the Included Annual Hits are exceeded.
- Notwithstanding anything herein or the Agreement to the contrary, in the event CDHS terminates the Agreement or Schedule A prior to the end of the current term, CDHS shall pay one hundred percent (100%) of the remaining Fixed Fee Amount due under the current term obligation, including any overages that have been incurred, but not paid. Should the CDHS cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Fixed Fee.

C. **Exhibit 1 to Schedule A** is in addition to the existing Exhibit 1(s) to Schedule A as follows:

<b>County</b>	<b>Minimum Usage</b> (June 1, 2021 - May 31, 2022)	<b>Minimum Cost</b> (June 1, 2021 - May 31, 2022)	<b>Account Service Fee</b> (June 1, 2021 - May 31, 2022)	<b>Total Financial Obligation</b> (June 1, 2021 - May 31, 2022)
Adams	32,150	\$201,902.00	\$3,605.09	\$205,507.09
Alamosa	46	\$288.88	\$4.75	\$293.63
Arapahoe	62,141	\$390,245.48	\$6,988.52	\$397,234.00
Archuleta	44	\$276.32	\$4.54	\$280.86
Bent	15	\$94.20	\$1.30	\$95.50
Boulder	14,683	\$92,209.24	\$1,646.17	\$93,855.41
Broomfield	2,755	\$17,301.40	\$308.54	\$17,609.94
Clear Creek	16	\$100.48	\$1.30	\$101.78
Conejos	67	\$420.76	\$7.06	\$427.82
Crowley	133	\$835.24	\$14.49	\$849.73
Delta	558	\$3,504.24	\$62.12	\$3,566.36
Denver	75,946	\$476,940.88	\$8,516.78	\$485,457.66
Douglas	1,468	\$9,219.04	\$164.18	\$9,383.22
Eagle	1,043	\$6,550.04	\$116.45	\$6,666.49
Elbert	16	\$100.48	\$1.30	\$101.78
El Paso	36,640	\$230,099.20	\$4,108.61	\$234,207.81

Fremont	2,275	\$14,287.00	\$254.63	\$14,541.63
Grand/Jackson	145	\$910.60	\$15.75	\$926.35
Gunnison	133	\$835.24	\$14.38	\$849.62
Jefferson	33,354	\$209,463.12	\$3,740.13	\$213,203.25
Kiowa	16	\$100.48	\$1.30	\$101.78
Kit Carson	16	\$100.48	\$1.30	\$101.78
Lake	152	\$954.56	\$16.58	\$971.14
La Plata/San Juan	1,346	\$8,452.88	\$150.47	\$8,603.35
Larimer	24,246	\$152,264.88	\$2,718.64	\$154,983.52
Las Animas	247	\$1,551.16	\$27.26	\$1,578.42
Mesa	4,651	\$29,208.28	\$521.15	\$29,729.43
Moffat	252	\$1,582.56	\$27.78	\$1,610.34
Montezuma	1,699	\$10,669.72	\$190.04	\$10,859.76
Morgan	3,158	\$19,832.24	\$353.66	\$20,185.90
Park	16	\$100.48	\$1.30	\$101.78
Pitkin	56	\$351.68	\$5.80	\$357.48
Prowers	16	\$100.48	\$1.31	\$101.79
Pueblo	11,246	\$70,624.88	\$1,260.73	\$71,885.61
Rio Grande/Mineral	75	\$471.00	\$7.89	\$478.89
Routt	338	\$2,122.64	\$37.41	\$2,160.05
San Miguel/Ouray	123	\$772.44	\$13.34	\$785.78
Summit	329	\$2,066.12	\$36.47	\$2,102.59
Weld	38,110	\$239,330.80	\$4,273.48	\$243,604.28
CDHS SNAP QA	280	\$1,758.40	\$30.92	\$1,789.32
HCPF	185,000	\$1,161,800.00	\$20,747.08	\$1,182,547.08
<b>TOTAL</b>	<b>535,000</b>	<b>\$3,359,800.00</b>	<b>\$60,000.00</b>	<b>\$3,419,800.00</b>

D. The Parties agree the Scope of Work below specific to Participating Entities, shall be attached to and made part of Schedule A to the Agreement.

E. **Section 1, SCOPE OF THE AGREEMENT.** The parties agree to expand use of the Services beyond Colorado's counties to add governmental entities "Participating Entity", provided such entities individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1-A attached hereto (including Attachment 1-A to Exhibit 1-A), attached hereto; along with, an applicable Schedule A. All obligations of "Participating County", "CDHS", and terms and conditions of the Agreement shall apply equally to and separately to each Participating Entity executing a Participation Agreement and Schedule A.

**[Signature page to follow]**

IN WITNESS WHEREOF, the Parties have executed this 9<sup>TH</sup> Amendment through their duly authorized representatives.

**STATE OF COLORADO**  
**Jared Polis, GOVERNOR**  
Colorado Department of Human Services  
Michelle Barnes, Executive Director

**TALX Corporation,**  
**provider of Equifax Verification Services**

By  
(signature): \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By  
(signature): \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**This Amendment 9 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller**

**COLORADO DEPARTMENT OF HUMAN SERVICES  
CONTROLLER**

**By (signature):** \_\_\_\_\_

**Name/Title: (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Scope of Work to Schedule A**  
**Employment and Income Verification (VOE/VOI) Database and Web Service**  
**(Participating Entities only)**

TALX Corporation, a provider of Equifax Verification Services (“EVS”) shall maintain an employment and income verification database (“The Work Number®” or “TWN”) and “Web” Service that provides real-time responses to queries from Participating Entities via system-to-system integration delivery between EVS and the State’s application, the Colorado Benefits Management System (“CBMS”).

- I. The Web Service shall:
  - A. Accept query requests from CBMS; and
  - B. Provide a real-time response to each query as described below.
  
- II. For each Web Service query, EVS shall return matching employment and income records (“records”) from TWN, except for those records that EVS would return for the same query to the Centers for Medicare and Medicaid Services (“CMS”) as the provider of TWN employment and income data (“Data”) for the CMS Federal Data Services Hub (“FDSH”) Current Sources of Income and Employment Verification Service (“CSIVS”). At the present time, records not returned to CMS generally fall into one or more of the following three categories:
  - A. Records in which CMS-required data element(s) are not available;
  - B. Records in which the "As Of Date" is older than 90 days; and
  - C. Records not conforming to other technical criteria, such as XML schema validation.
  
- III. EVS shall provide ongoing operational support as follows:
  - A. Web Service must be available and return a valid response to requests for at least 99.9% of the seconds in each month, exclusive of EVS planned outages and maintenance windows; and, update the Web Service to ensure 24x7 operations, with the exception of planned outages and maintenance windows. This includes personnel to troubleshoot and resolve operational or technical issues pertaining to the Web Service.
  - B. Standard monthly usage reports to verify all transactions via the Web Service. At a minimum, these reports shall include the following elements:
    1. Total number of queries from CBMS to TWN via the Web Service;
    2. Total number of responses returned from TWN via the Web Service to CBMS;
    3. Total number of queries in which no record was returned from TWN via the Web Service;
    4. Average time to return a response from TWN via the Web Service to CBMS;
    5. Total number of responses returned from TWN via the Web Service divided by the total number of queries from CBMS (“Web Service Rate of Return”); and

**These reports may also include the following elements, as allowable by CMS:**

    1. Total number of queries from CBMS to TWN via CMS FDSH;
    2. Total number of responses returned from TWN via CMS FDSH to CBMS; and
    3. Total number of responses returned from TWN via CMS FDSH divided by the total number of queries from CBMS (“CMS FDSH Rate of Return”);
  - C. Regular status meetings once per month, as deemed necessary by EVS and Participating Entities.

1. Initial status meetings will occur twice per month between EVS and Participating Entities, as agreed upon and deemed necessary, to enable discussion of agreed upon tasks.

D. Upgrades to the Web Service as EVS may reasonably require, such as the following:

1. Upgrades that are necessary to support CMS, and to mirror the Web Service for CBMS, will be made at no charge to the State of Colorado, Colorado Department of Human Services (“CDHS”) or its Participating Entities; and
2. Any custom development requested beyond the established Web Service as outlined in the Interface Control Document may result in separate fee item(s).

**IV. Out of Scope:**

Multiple use of TWN Data by any other agency, division, program, entity or political subdivision (even if named in the Agreement), after being used by the State’s medical assistance programs, is prohibited unless the parties mutually agree in writing to multi-use decisioning in the future.

**UNIVERSAL MEMBERSHIP AGREEMENT**

**Exhibit 1-A**

**PARTICIPATION AGREEMENT  
FOR PARTICIPATING ENTITY**

**(Attached under separate cover)**

## UNIVERSAL MEMBERSHIP AGREEMENT

### Exhibit 1-A

#### PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY

{Enter Entity Name} (“**Participating Entity**”) and TALX Corporation, a provider of Equifax Verification Services, (“**EVS**”) agree (i) that Participating Entity shall receive Services under the provisions of the Universal Membership Agreement last signed by the parties on or about August 26, 2015, and as amended, (the “**Agreement**”), by and between **EVS** and **CDHS**, which provisions are incorporated herein by reference; and (ii) that each reference to Participating Entity in the Agreement shall refer to Participating Entity separately, as if Participating Entity had executed the Agreement itself.

**Effective Date:**

**Participating Entity Information:**

Location ID:	
Location Name:	
Main Contact:	
Main Contact Email Address	
Main Contact Phone Number:	
Main Contact Fax Number:	
Main Contact Address:	
Main Contact City:	
Main Contact State:	
Main Contact Zip:	
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating Entity agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

**Agreed:**

**Participating Entity**

**TALX Corporation,**

By  
(signature): \_\_\_\_\_

By  
(signature): \_\_\_\_\_

Name  
(print): \_\_\_\_\_

Name  
(print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNIVERSAL MEMBERSHIP AGREEMENT**

**for**

**The Work Number<sup>®</sup> Social Services**

**Attachment 1-A to Exhibit 1-A**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, {Enter Entity Name} (“Participating Entity”), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services (“EVS”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”), and its other state law counterparts. In connection with Participating Entity's continued use of EVS services in relation to Vermont consumers, Participating Entity hereby certifies as follows:

**Vermont Certification.** Participating Entity certifies that it will comply with applicable provisions under Vermont law. In particular, Participating Entity certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating Entity has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating Entity further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

**Participating Entity:** \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Attachment 1-A to Exhibit 1-A Continued**

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order;

or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***

**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud--Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Acknowledgment of County Manager's Signature; Geot

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Yeh and Associates

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Geotechnical investigations of CR 12 to determine repair patch of unstable land.

**Fiscal Impact:** 16,600

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/22/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/30/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

February 23, 2024

Proposal No. 224-089

Mr. Martin Schmidt  
Assistant County Manager for Public Works  
Gunnison County  
195 Basin Park Drive  
Gunnison, Colorado 81230

**Subject: Proposal for Geotechnical Investigation  
County Road 12 Embankment Distress  
Gunnison County, Colorado**

Dear Mr. Schmidt:

This letter presents Yeh and Associates, Inc. (Yeh) proposed scope of work and budget to perform a geotechnical investigation and provide engineering analyses of the subsurface at the distressed embankment location on Gunnison County Road 12 south of the Paonia Reservoir. Please review the scope of work, project budget, and general conditions. If they are acceptable, please sign the agreement in the acceptance section and initial the General Conditions page that is attached to this proposal and return one copy to us as notice to proceed.

**PROJECT DESCRIPTION:**

This project site is located south of the Paonia Reservoir along Gunnison County Road 12 approximately 1.2 miles south of the intersection with SH 133. County Road 12 cuts through steep mountainous terrain with the mountain slope rising above the road on the west. Terrain along the east side of the road drops steeply down to Anthracite creek approximately 80 feet below the road. We understand that a section of the southbound lane, 200 feet long or less in length, has experienced settlement, pavement cracking and been repaired multiple times. Yeh has been asked for a proposal to investigate the causes of roadway distress.

**SCOPE OF SERVICES:**

**Field Investigation**

Our scope is based on a phone conversation and email communications with Jason Reimer of KLJ Engineering acting on behalf of Gunnison County on February 14, 2024. We offer the following scope of work for this project. It is understood that Gunnison County personnel will provide traffic control for the field work.

**Task Order #1:**

We propose one boring at the site, in the southbound lane near the shoulder. The boring location will be marked in the field by Yeh personnel prior to the field investigation. We will then contact Colorado One-Call to arrange to have the underground utilities in the area marked. Surveying the boring location is outside the scope of this proposal.

We propose drilling to a depth of 50 to 80 feet below the roadway unless bedrock is encountered sooner. We anticipate the drilling will require ODEX (percussive hammer) drilling methods to reach the planned depths in the granular soil and maintain an open hole to obtain soil samples that represent the native soil at sampling depth. Hollow stem auger drilling will maintain an open hole but shallow refusal is likely in dense gravel, cobbles and sandstone. Soil sampling will generally be performed every 5 feet but will be adjusted as necessary based on conditions encountered. Boring location and total boring depth will be adjusted in the field as necessary based on utilities, access and subsurface conditions.

The drilling operations will be monitored by a Yeh representative. The field personnel will prepare a field log for the boring which will describe the subsurface conditions, groundwater levels if encountered, standard penetration test blow counts and sampling intervals. The field logs will be used by the project geotechnical engineer as an aid for the preparation of the final boring logs.

For TO#1 the boring will be backfilled with the drill cuttings to match the surrounding ground surface following completion of the field investigation. Soil samples will be brought to Yeh's Grand Junction laboratory for addition evaluation and testing.

#### Task Order #2:

If Task Order #2 is selected with TO#1, we propose to install an inclinometer in the borehole to measure lateral earth movement and more clearly define the shear plane or slip surface depth. Inclinometers are specialized pvc pipe that allow an instrument to be lowered into for detecting slope movement. Inclinometers monitor the magnitude, direction and rate of slope movement. Inclinometer data will add to the information collected in TO#1 and increase the confidence in subsurface movement estimations.

If an inclinometer is installed, the borehole around the inclinometer will be filled with a grout/bentonite slurry and protected with a removable steel cover that is level with the surrounding ground surface. Yeh will collect a total of 4 inclinometer readings beginning approximately 2 days after installation with one reading each month afterward. When 4 inclinometer readings are completed a short memo will be prepared to present the data and findings.

#### Laboratory Testing

The recovered samples will be classified by the project geotechnical engineer in accordance with the Unified Soil Classification System. A laboratory testing program will then be implemented to evaluate the pertinent engineering properties of the soil samples and bedrock core. It is anticipated that the following tests will be performed as part of our evaluation:

- Water Content
- Dry Unit Weight
- Grain Size Distribution
- Liquid and Plastic Limits
- Unconfined Compressive Strength Testing of Soil

The actual amount and type of testing required will be a function of the conditions encountered at the boring locations.



**Report and Project Deliverables**

The results of the field investigation, laboratory testing, and observations will be presented in a report with attachments prepared by a geotechnical engineer registered in the State of Colorado. The report will include the following information and attachments:

- Boring location map, boring logs, and laboratory test results
- Description of the subsurface conditions along with groundwater depths at the boring location if encountered
- Yeh will estimate the depth to the shear plane and suggest 2 to 3 embankment stabilization options

**PROJECT BUDGET:**

We propose to provide the above-described services for a lump sum fee as detailed below. This fee includes a discussion of the report with the Client but does not include any costs associated with design changes. This lump sum fee will not be exceeded without prior written authorization. Any additional services not included in the proposed scope of service can be provided on a time and materials basis in accordance with the rates presented in the attached Fee Schedule.

**SCHEDULE:**

Yeh will begin our services after receiving written notice to proceed. We expect 1 site visit to mark the boring locations and 1 day to complete the field work. We anticipate delivery of the report (TO#1) approximately 4 to 6 weeks after the field investigation is complete. If selected, the memo (TO#2) will be delivered approximately 4 months after the field investigation when the final inclinometer reading is taken and data is processed.

**Proposed Costs:** Our cost is based on the rates provided in our Standard Fee Schedules and we estimate the following approximate costs for the project:

**Task Order #1**

Engineer Field Work (mark borings, utility locates, drilling)	\$ 3,065
Engineer Vehicle Mileage	\$ 161
Drill Rig Subcontracted	\$ 5,245
Laboratory testing	\$ 2,540
Findings and Report Preparation	\$ 5,500

**TO#1 proposed lump sum cost .....\$..16,511**

**Task Order #2**

Inclinometer Installation and Supplies	\$ 2,300
4 Inclinometer Readings	\$ 3,622
Memo Preparation	\$ 660

**TO#2 proposed lump sum cost .....\$....6,582**

**Total lump sum cost for TO#1 plus TO#2 .....\$..23,093**



**Exclusions:**

- Private utility locating services
- Surveying services
- Traffic control services

**NOTICE TO PROCEED:**

Notice to proceed with the scope of services presented herein may be given by returning a signed copy of this proposal or by providing written or electronic authorization to Yeh.

**CLOSING:**

We appreciate the opportunity to provide this proposal to perform geotechnical engineering services. We look forward to working with you on this project. If we can be of further assistance, please contact us at 970-242-5125.

Respectfully Submitted,  
**YEH AND ASSOCIATES, INC.**



Kevin Dye, P.E.  
Senior Project Engineer

Attachments: General Conditions  
Colorado Standard Fee Schedule  
Laboratory Rate Schedule

Client agrees to the Scope of Work described in this Proposal, Project Budget, and the General Conditions attached and incorporated herein.

Please select TO#1 or TO#1 plus TO#2

13 Task Order #1

\_\_\_\_\_ Task Order #1 plus Task Order # 2

**EXECUTED BY CLIENT:**



Client's Authorized Representative Signature

Matthew Birnie  
Typed or Printed Name

County Manager  
Title

5/31/24  
Date

Note: Please initial at the bottom of the attached General Conditions





## GENERAL CONDITIONS

### INVOICES

Yeh and Associates, Inc. (Y&A) will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data, such as timesheets and invoices, is available. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past-due accounts.

### SAMPLES

All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's written request and authorization, samples will be delivered in accordance with Client's instructions, or stored for an agreed charge.

### RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry for Y&A to make borings, surveys and/or explorations. Y&A will take reasonable precautions to reduce damage to property. However, it is understood by Client that in the normal course of work, some damage may occur.

### UTILITIES

Y&A will request responsible utility owners to locate off-site lines. ~~Client agrees~~ (Utility owners) to be solely responsible for designating the locations of all utility lines and subterranean structures within the property lines of the project. Y&A will not be liable for damage to subterranean structures (pipes, tanks, conduits, wires, etc.) which are not correctly located on or off the site.

### JOB SITE

Client agrees that the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during construction of the project, including safety of persons and property. ~~Client further agrees to indemnify and hold Y&A harmless from any and all liability in connection with the performance of work during construction of this project, excepting liability arising directly from the negligence of Y&A.~~

Client agrees that Y&A shall not be responsible for the construction contractor's means, methods, techniques, sequences or procedures, nor for the contractor's failure to construct the project in accordance with plans and specifications, applicable codes, and/or with generally accepted construction practices.

### REPORTS

Reports, plans and other work prepared by Y&A remain the property of Y&A. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

### WARRANTY

Y&A agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made.

Client recognizes that subsurface conditions beneath the project site may vary from those encountered in borings, surveys or explorations and that information and recommendations developed by Y&A are based solely on the information available to it. Any exploration, testing, surveys and analysis associated with the work will be performed by Y&A solely to fulfill the purpose of this Service Agreement and Y&A is not responsible for interpretation by others of the information developed.

### RISK ALLOCATION

Y&A's potential liability to Client and others is seemingly disproportionate to Y&A's fee relative to the size, ~~scope and value of the project. Therefore, unless Client and Y&A otherwise agree in writing in consideration for an increase in Y&A's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Y&A's total liability (whether arising from contract, statutory violation or tort) to \$50,000. This limitation shall apply to all phases of Services performed in connection with this Project whether subsequent to or prior to the execution of this agreement. In no event shall Y&A be liable for consequential, incidental or special damages.~~

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

**INSURANCE:**

The Consultant shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the Client a certificate(s) of insurance evidencing same, showing the Client as an Additional Insured on all coverage except worker' compensation and professional liability:

- A. WORKERS' COMPENSATION Insurance in amounts required by state law including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease.
- B. COMMERCIAL GENERAL LIABILITY insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.
- C. COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. PROFESSIONAL LIABILITY Insurance with a limit of \$50,000 per claim or contract value whichever is greater.

**BILLING RATE ADJUSTMENTS**

Yeh reserves the right to adjust the standard fee schedule rates annually on January 1 of each calendar year by providing notice to the client of the updated fee schedule. Additionally, should the scope of work exceed the limitations of the current funding, Yeh shall submit a request for additional funding to ensure the completion of the contracted services.

Accepted by:   
Date: 5-31-29

**COLORADO WEST SLOPE (Grand Junction, Durango, Glenwood Springs)  
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2024**

**Professional Services:**

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$225/hr
Senior Project Manager	\$220/hr
Senior Project Specialist	\$190/hr
Project Manager	\$190/hr
Senior Project Engineer or Geologist	\$165/hr
Project Engineer or Geologist	\$145/hr
Staff Engineer or Geologist	\$125/hr
Engineer or Geologist Intern	\$80/hr
Resident Construction Engineer	\$210/hr
Construction Manager	\$185/hr
Construction Observer III	\$150/hr
Construction Observer II	\$135/hr
Construction Observer I	\$125/hr
Technician Leader or Supervisor	\$145/hr
Laboratory Supervisor	\$130/hr
Technician III	\$110/hr
Technician II	\$95/hr
Technician I	\$80/hr
CAD Designer	\$145/hr
CAD Technician	\$95/hr
Project Controller	\$155/hr
Administrative Assistant	\$95/hr

*\*\*Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

*Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.*

*Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.*

**Other Direct Charges:**

	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ Current IRS Rate

**LABORATORY RATE SCHEDULE - EFFECTIVE  
JANUARY 2024**

**Classification – Index Tests:**

Natural moisture content and Dry Unit Weight (ASTM D2216) .....	\$ 20
Moisture content – dry unit weight, drive, or core sample (ASTM D2937) .....	\$ 25
Moisture content – dry unit weight, chunk, or block sample .....	\$ 55
Moisture content – dry unit weight, thin-walled tube sample (ASTM D2937) .....	\$ 45
Atterberg limits with PL, PI, LL (ASTM D4318) .....	\$120
Specific gravity for coarse aggregate (AASHTO T85, ASTM C 127) .....	\$ 90
Specific gravity for fine aggregate (AASHTO T84, ASTM C 128) .....	\$ 90
Sand Equivalent (CP 30, AASHTO T 176) .....	\$ 100
<b>Grain size analysis (ASTM D422, 6913):</b>	
a) Eight standard sieve nests to #200 (per ASTM D2487 or AASHTO M145) .....	\$ 80
b) Less than 3" max to #200 sieve with one split sieve .....	Add \$ 50
c) Percent less than #200 sieve with wash .....	\$ 55
d) Hydrometer analysis .....	Add \$ 150
Manual USC classification (ASTM D2488), extrude, examine, photo, and describe .....	\$ 30
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required .....	\$ 180
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required (using a split gradation) .....	\$ 220

**Moisture Density Relations:**

Standard Proctor compaction (AASHTO T99, ASTM D698) .....	\$ 220
Oversize Correction (w/coarse aggregate specific gravity) .....	Add \$ 60
Modified Proctor compaction (AASHTO T180, ASTM D1557) .....	\$ 250
Proctor, One Point .....	\$ 75
Oversize Correction (w/coarse aggregate specific gravity) .....	Add \$ 60
R-value (ASTM D2844, AASHTO T190, Cal 301), untreated soil .....	\$ 400
California bearing ration (CBR) (AASHTO T193, ASTM D1883) single point with proctor test .....	\$ 450
California bearing ration (CBR) (, AASHTO T193, ASTM D1883) 3 points with proctor test .....	\$ 950
California bearing ration (CBR) (AASHTO T193, ASTM D1883) single point without proctor test .....	\$ 300
California bearing ration (CBR) (AASHTO T193, ASTM D1883) 3 points without proctor test .....	\$900

**Corrosion Testing:**

pH of soil or water AASHTO T289 .....	\$ 50
Resistivity of soil or water, as received or saturated AASHTO T 288 .....	\$ 80
Soluble sulfates AASHTO T 290 .....	\$ 50
Soluble chlorides AASHTO T291 .....	\$ 50

**Swell / Collapse Testing:**

Expansion index (ASTM D4829) .....	\$ 220
Swell-collapse (ASTM D4546-A) .....	\$ 220
Swell-collapse (ASTM D4546-B, C) .....	\$ 150
Soil unconfined compressive strength (ASTM D2166) .....	\$ 80

**Pavement Tests:**

Volumetric Production Sample Testing .....	\$ 500
<b>Asphalt content</b>	
a) Ignition furnace calibration, per mix .....	\$ 550
b) Calibration of nuclear asphalt gauge .....	\$ 550
c) % AC (CP L 5 1 2 0, AASHTO T 3 0 8 ) .....	\$ 110
d) Gradation from burn off (AASHTO T 30, ASTM D 5444) .....	\$ 110
Maximum specific gravity (Rice) (CP 51, AASHTO T209) .....	\$ 120
Bulk specific gravity (AASHTO T166) .....	\$ 60
% Air Void (no rice included) CP L5115, and AASHTO T166 .....	\$ 200
Moisture content for Hot Mix Asphalt (AASHTO T329) .....	\$ 35



# Yeh and Associates, Inc.

Geotechnical • Geological • Construction Services

Hveem Stability CP L 5106 .....	\$ 220
Resistance of compacted asphalt mixture to moisture induced damage (Lottman) CP L 5109.....	\$ 550
Coring, per core .....	\$ 130
Marshall Compaction & Air Vids Analysis (ASTM 6926) .....	\$ 275
Marshall Stability & Flow (ASTM 6927) .....	\$ 175
Marshall Properties (3 specimens), ASTM D 6926 & D6927 include Rice, and Bulk SPG	\$ 450

### Strength Tests:

Compressive Strength of Cylindrical Concrete Specimens (4" x 8") (AASHTO T 22 ASTM C39) .....	\$ 25
Flexural Strength of Concrete Beam (Using simple beam with third-point loading) (ASTM C78) .....	\$ 100
Point Load Strength Index of Rock and Application to Rock Strength Classifications (ASTM D5731) .....	\$ 50
Mortar & Grout Cube Compressive Strength (ASTM C109) (per Cube) .....	\$ 50
Compressive strength for shotcrete cores including cutting and capping (per core) .....	\$ 70
Compressive strength for ship-in cylinders (made by others) (per cylinder) .....	\$ 30
Compressive Strength - Requiring extra work like stripping, cutting, and capping.....	\$ 100
Bulk density and Voids of Aggregate (ASTM C29, AASHTO T19) .....	\$150

- 2000 Clay Street, Suite 200, Denver, CO 80211, (303) 781-9590
- 627 Elkton Drive, Colorado Springs, CO 80907, (719) 434-1643
- 11520 21<sup>st</sup> Street, Unit 6, Greeley, CO 80634, (970) 451-5026
- 570 Turner Drive, Suite D, Durango, CO 81303, (970) 382-9590
- 1525 Blake Avenue, Glenwood Springs, CO 81601, (970) 384-1500
- 588 North Commercial Drive, Grand Junction, CO 81505, (970) 242-5125



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Contract Amendment #4; Health and Human Services;

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**Action Requested:** Board of County Commissioners' Signature

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

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

**Summary:**

24-25 grant renewal for Harm Reduction grant

**Fiscal Impact:**

**Submitted by:** Kari Commerford

**Submitter's Email Address:** kcommerford@gunnisoncounty.org

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**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/22/2024

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**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 5/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/30/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

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**CONTRACT AMENDMENT #4**

**SIGNATURE AND COVER PAGE(S)**

State Agency: <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Drive South</b> <b>Denver, Colorado 80246</b>	Original Contract Number: <b>2022*2745</b>
Contractor: <b>Board of County Commissioners of Gunnison County</b> <b>(a political subdivision of the state of Colorado)</b> <b>200 E Virginia Ave</b> <b>Gunnison, Colorado 81230-2297</b> <b>for the use and benefit of the</b> <b>Gunnison County Department of Health and Human Services</b> <b>225 North Pine Street, Suite E</b> <b>Gunnison CO 81230-2333</b>	Amendment Contract Number: <b>2022*2745 Amendment #4</b>
Contract Performance Beginning Date: <b>November 1, 2021</b>	Current Contract Expiration Date: <b>June 30, 2025</b>

**CONTRACT MAXIMUM AMOUNT TABLE**

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/1/21-6/30/22	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	7/1/22-6/30/23	\$388,535.00
Amendment #2	2022*2745 Amendment #2	\$0.00	\$16,465.00	\$0.00	10/13/22-6/30/23	\$16,465.00
Amendment #3	2022*2745 Amendment #3	\$0.00	\$430,207.00	\$0.00	7/1/23-6/30/24	\$430,207.00
Amendment #4	2022*2745 Amendment #4	\$0.00	\$315,349	\$0.00	7/1/24-6/30/25	\$315,349.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$1,435,290.00</b>

**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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>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</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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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, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement, public health, in addition to community based organizations (CBO).

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to update activities in the renewal term Statement of Work, and to add funds supporting these new activities.

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: To adjust activities 1-5 and add activity 6 to the Statement of Work.

- 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: To add funding in support of the renewal term.

**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.

STATEMENT OF WORK  
To Original Contract Number 2022\*2745

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

**I. Entity Name:** Gunnison County

**II. Project Description:** This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement and public health, in addition to community based organizations (CBOs). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUDs) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. During the contract term, the GCC will build capacity to implement harm reduction strategies. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy, and connect residents with the peer support specialists when released from the GCDC.

Funding of this project is to improve Gunnison County’s residents’ health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

**III. Definitions:**

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. PWID: People who inject drugs
12. PWUD: People who use drugs
13. SBIRT: Screening, Brief Intervention, and Referral to Treatment
14. SUD: Substance use disorder
15. WSU: Western State University

**IV. Work Plan:**

**Goal #1:** Improve the health, well-being and equity of all Coloradans through health promotion, prevention, and access to healthcare.

**EXHIBIT B**

<b>Objective #1:</b> No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.	
<b>Primary Activity #1</b>	The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall examine the existing harm reduction services implemented in Gunnison County.</li> <li>2. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County.</li> <li>3. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County.</li> <li>4. The Contractor shall communicate with stakeholders to enhance community capacity to implement approved activities.</li> <li>5. The Contractor shall facilitate ten (10) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>6. The Contractor shall facilitate six (6) GCC subgroup meetings annually.</li> <li>7. The Contractor shall create a regional resource guide with the GCC and Southwest Opioid Council.</li> <li>8. The Contractor shall create a multidisciplinary team with the GCC to:             <ol style="list-style-type: none"> <li>a. support the provision of MAT services in Gunnison County</li> <li>b. sustain services in Crested Butte</li> <li>c. build capacity to offer peer support services</li> </ol> </li> <li>9. The Contractor shall implement the Better Together anti-stigma campaign with the GCC to:             <ol style="list-style-type: none"> <li>a. provide information to help residents understand SUD</li> <li>b. provide information to increase awareness of behavioral health resources</li> </ol> </li> <li>10. The Contractor shall create opportunities for non-medical personnel to provide parent, youth and patient education around substance use.</li> <li>11. The Contractor shall attend meetings with orthopedics to learn prescribing practices.</li> </ol>
<b>Primary Activity #2</b>	The Contractor shall prepare behavioral health professionals to deliver harm reduction services in Gunnison County.

**EXHIBIT B**

<p><b>Sub-activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall employ:             <ol style="list-style-type: none"> <li>a. a health educator/community health worker</li> <li>b. a consortium coordinator</li> </ol> </li> <li>2. The Contractor shall contract with community-identified health/recovery navigators.</li> <li>3. The Contractor shall assign the community health workers to perform the following:             <ol style="list-style-type: none"> <li>a. provide outreach to community members at risk of SUD</li> <li>b. educate stakeholders on effective harm reduction strategies in rural areas</li> <li>c. build capacity for harm reduction services</li> <li>d. provide support to community members at risk of SUD and refer to services as needed.</li> </ol> </li> <li>4. The Contractor shall provide training to staff on:             <ol style="list-style-type: none"> <li>a. secondary trauma</li> <li>b. behavioral health</li> </ol> </li> </ol>
<p><b>Primary Activity #3</b></p>	<p>The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.</p>
<p><b>Sub-Activities #3</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall communicate with the Gunnison County Detention Center (GCDC) to ensure naloxone distribution is ongoing.</li> <li>2. The Contractor shall prepare with the GCDC to connect individuals with the peer support specialist and the health navigator upon release.</li> <li>3. The Contractor shall provide discharge bags to individuals leaving GCDC and GVH which include:             <ol style="list-style-type: none"> <li>a. Naloxone</li> <li>b. FTS</li> <li>c. Resource guides</li> <li>d. Basic needs supplies</li> </ol> </li> <li>4. The Contractor shall conduct meetings with the Jail Based Services Clinician and Detention Center Captain to build support for Harm reduction strategies.</li> </ol>
<p><b>Primary Activity #4</b></p>	<p>The Contractor shall provide a minimum of one (1) behavioral health training to professionals in Gunnison County.</p>

<p><b>Sub-Activities #4</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall provide additional training opportunities in the following best-practice interventions:             <ol style="list-style-type: none"> <li>a. Certified Addiction Counseling (CAC),</li> <li>b. Eye Movement Desensitization and Reprocessing (EMDR),</li> <li>c. Motivational Interviewing,</li> <li>d. Screening, Brief Intervention, and Referral to Treatment (SBIRT),</li> <li>e. Cognitive Behavioral Therapy (CBT),</li> <li>f. harm reduction for people who use substances,</li> <li>g. and trauma-informed services.</li> </ol> </li> </ol>
<p><b>Primary Activity #5</b></p>	<p>The Contractor shall facilitate awareness of harm reduction strategies in Gunnison County.</p>
<p><b>Sub-Activities #5</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall visit existing harm reduction organizations in Colorado.</li> <li>2. The Contractor shall evaluate readiness for harm reduction services in Gunnison County.</li> <li>3. The Contractor shall disseminate harm reduction supplies.</li> <li>4. The Contractor shall provide naloxone for clients of CBOs including MAT providers.</li> <li>5. The Contractor shall provide education to local pharmacists and orthopedics on the following topics:             <ol style="list-style-type: none"> <li>a. Harm reduction principles</li> <li>b. The role of Naloxone in reducing overdose</li> <li>c. The importance of Naloxone distribution in a pharmacy setting</li> <li>d. Harm reduction resources in Gunnison County</li> <li>e. State and local legislation related to substance use and overdose</li> </ol> </li> <li>6. The Contractor shall build capacity to implement harm reduction strategies in Gunnison County.</li> <li>7. The Contractor shall organize an anti-stigma campaign.</li> <li>8. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.</li> </ol>
<p><b>Primary Activity #6</b></p>	<p>The Contractor shall prepare to increase pathways into local positions in the behavioral health and criminal justice fields.</p>
<p><b>Sub- Activities #6</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall develop a minimum of three (3) behavioral health training/curriculum related to the intersection of criminal justice and behavioral health.</li> <li>2. The Contractor shall consult with the following stakeholders to inform the development of the behavioral health curricula:</li> </ol>

	<ul style="list-style-type: none"> <li>a. GCC</li> <li>b. Law Enforcement</li> <li>c. WSU</li> <li>d. GVH Mobile Crisis</li> <li>e. Local and state behavioral health stakeholders</li> </ul>
<b>Primary Activity #7</b>	The Contractor shall complete a CDPHE approved monthly progress report.
<b>Primary Activity #8</b>	The Contractor shall complete a CDPHE approved annual progress report.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. CDPHE will provide a monthly and annual progress report template which shall include:             <ul style="list-style-type: none"> <li>a. Primary and sub- activity progress summary.</li> <li>b. The most current data available including the demographics and number of people participating in interventions.</li> <li>c. Process and outcome evaluation data as specified in the grantee’s evaluation plan.</li> <li>d. Documentation of any activities between law enforcement, LPHAs and community-based organizations.</li> <li>e. Challenges and successes encountered.</li> <li>f. Any requests for technical assistance or training.</li> </ul> </li> <li>3. The Contractor shall follow information at <a href="https://www.colorado.gov/pacific/cdphe/opioid-prevention">https://www.colorado.gov/pacific/cdphe/opioid-prevention</a>. This website is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall facilitate regular meetings with stakeholders throughout planning and implementation of the approved activities.</li> <li>5. CDPHE will provide technical assistance to the Contractor regarding selected overdose prevention activities which may include: provider education; community education; community-level interventions; targeted naloxone distribution; data; evaluating local efforts to implement effective strategies</li> <li>6. The Contractor shall work with all stakeholders to enhance community capacity to implement approved activities.</li> <li>7. The Contractor shall attend CDPHE approved trainings and meetings.</li> <li>8. CDPHE will provide the Contractor with technical assistance for evaluation planning and implementation.</li> <li>9. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.</li> </ol>
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Increased linkage to care for individuals leaving the criminal legal system and/or those at risk of engagement in the criminal legal system due to substance use.</li> <li>2. Enhanced provider and community education on substance use and harm reduction best practices.</li> </ol>

**EXHIBIT B**

	3. Development of capacity to expand harm reduction and behavioral health services in Gunnison County.	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Qualitative and quantitative data related to the dissemination of a community resource guide to enhance awareness of local behavioral health resources, implementation of a SUD anti-stigma campaign, and behavioral health training/forums.</li> <li>2. Tracking of linkage to care for individuals with a substance use disorder through connection with peer specialists and health navigators.</li> <li>3. Development of curricula enhancing professional education on the intersection of behavioral health and criminal justice.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	2. The Contractor shall submit a CDPHE approved annual progress report.	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 Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**COLORADO**  
 Department of Public  
 Health & Environment

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

Original Contract Routing # 2022\*2745

<b>Contractor Name</b>	Gunnison County	<b>Program Contact Name, Title, Phone and Email</b>	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org		
<b>Budget Period</b>	07/01/2024-06/30/2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org		
<b>Project Name</b>	Gunnison County Consortium	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*2745		
<b>Expenditure Categories</b>					
<b>Personal Services Salaried Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDPHE</b>
Grant Director	Completes all grant required activities, reporting, and fiscal oversight. The grant direct will serve 100% on the deliverables, but only bill 30% of time. Personnel costs are covered by Gunnison County and other grant funding	\$ 130,000.00	\$ 18,000.00	30.0%	\$ 44,400.00
<b>Personal Services Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested from CDPHE</b>
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Collects information via minutes, attends to communication between stakeholders, and convenes stakeholders.	\$ 33.00	\$ 12.00	1300.0	\$ 58,500.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends. We have additional funding to support this position. Work with the state to access and report on the amount of prescription drugs prescribed and trends.	\$ 33.00	\$ 6.00	780.0	\$ 30,420.00

Community Health Professional	Works with the consortium and partners to implement harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Build support for harm reduction services, help implement harm reduction strategies. Work with MAT services to provide testing and education on site. Work with persons/families with SUD or at risk of SUD to assess Social determinate of health and connect to services.	\$ 34.00	\$ 8.00	1170.0	\$ 49,140.00
Health/Recovery Navigator	The Health Navigator is responsible for supporting community members with accessing basic needs and behavioral health services. The Health navigator is required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. The Health Navigator will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigator will track the number of people contacted and the linkage to care services provided.	\$ 28.00	\$ 3.00	520.0	\$ 16,120.00
<b>Total Personal Services (including fringe benefits)</b>					<b>\$ 198,580.00</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. 8 anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	8.0	\$ 2,000.00	
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 500.00	1.00	\$ 500.00	
Training for SUD/ODU	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support five (5) professionals in pursuing professional development in behavioral health. Support cost include registration, continuing education credits and per diem if held during breakfast, lunch, or dinner hours.	\$ 1,500.00	5.00	\$ 7,500.00	
Education/Forums Expenses	Costs to host one (1) community forum on Substance use disorder prevention, treatment, and recovery. Event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$200 + \$25 for supplies (paper/pens/printing) for event. \$525 for trainer fee.	\$ 525.00	1.00	\$ 525.00	
Advertising and Public Awareness	\$400/month x 4 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	4.00	\$ 1,600.00	

Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.00	\$ 500.00
General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	12.00	\$ 360.00
Harm Reduction Operating Supplies	Funds to support harm reduction strategies - may include costs associated with narcan trainings, distribution, vending machines, needle disposal, Safer use equipment, test strips.	\$ 5,000.00	1.00	\$ 5,000.00
<b>Total Supplies &amp; Operating</b>				<b>\$ 17,985.00</b>
<b>Travel</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Local and state travel (staff)	Local mileage for county wide travel for staff. State mileage for travel to harm reduction clinics 1000 miles x .57 = \$570. Lodging 2 trips x one night (\$225) x 2 people = \$900; Per diem 2 x \$65 x 2 = \$260	\$ 1,730.00	1.0	\$ 1,730.00
In-state travel (staff)	In-state travel for one staff member to attend a CDPHE approved Conference . GSA travel standards and rates are used by Gunnison County. Budget estimates are based on GSA rates. Conference registration fee=\$200, Lodging=3 nights @ \$175/night=\$525, estimated mileage 158 miles, one-way, per Google. 316 miles x \$0.57=\$180. \$62/day x 3=\$186.	\$ 1,091.00	1.0	\$ 1,091.00
Out of state travel (staff)	Out of state travel to support attendance at CDPHE approved conference. Flight=\$500; lodging 5 nights x \$250 = \$1,250; per diem \$69 x5 =\$345; ground transportation = \$200.	\$ 2,295.00	1.0	\$ 2,295.00
<b>Total Travel</b>				<b>\$ 5,116.00</b>
<b>Contractual</b>				
<b>Subcontractor Name</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$1,000 for contract term.	\$ 1,000.00	1.0	\$ 1,000.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$1,000 for contract term.	\$ 1,000.00	3.0	\$ 3,000.00
Western Colorado University - Sociology	WCU creation of course materials (2) addressing the intersection of criminal justice and behavioral health/SUD and assist in delivering curriculum, attend consortium meetings, \$8,000 per class curriculum development for contract term.	\$ 8,000.00	2.0	\$ 16,000.00

Health Professional-Trainer Stipend	Training stipends for a health professional to attend train-the-trainer sessions and provide training to other local professionals on behavioral health and harm reduction related topics. \$5,000 stipend for attendance at TOT and provision of training as requested during FY25.	\$ 5,000.00	1.0	\$ 5,000.00
Gunnison Valley Hospital	Peer Support Specialist (.5 FTE) \$20,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. 25% of Medical Assistant cost to expand MAT services to Crested Butte Location \$20,000.	\$ 40,000.00	1.0	\$ 40,000.00
<b>Total Contractual</b>				\$ 65,000.00
<b>SUB-TOTAL OF DIRECT COSTS</b>				\$ 286,681.00
<b>Indirect</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>		
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2023 rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant incentives for this contract.	\$ 28,668.00		
De minimis Indirect Cost Rate				
<b>Total Indirect</b>				\$ 28,668.00
<b>TOTAL</b>				\$ 315,349.00

STATEMENT OF WORK  
To Original Contract Number 2022\*2745

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

**I. Entity Name:** Gunnison County

**II. Project Description:** This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement, public health, in addition to community based organizations (CBO). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUD) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

**III. Definitions:**

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2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. Professionals: healthcare professionals, behavioral health professionals, CBO professionals, in addition to law enforcement professionals
12. Quarter:
  - Quarter 1: July 1 - September 30
  - Quarter 2: October 1 - December 31
  - Quarter 3: January 1 - March 31
  - Quarter 4: April 1 - June 30

**EXHIBIT B**

- 13. SBIRT: Screening, Brief Intervention, and Referral to Treatment
- 14. Stakeholders: law enforcement, behavioral health providers, healthcare providers, in addition to Gunnison County Consortium members.
- 15. SUD: Substance use disorder
- 16. SUD: Substance Use Disorder
- 17. WSU: Western State University

**IV. Work Plan:**

<p><b>Goal #1:</b> Improve the health, well-being in addition to equity of all Coloradans through health promotion, prevention in conjunction with access to healthcare.</p>	
<p><b>Objective #1:</b> No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend a CDPHE virtual grant kick-off meeting.</li> <li>2. The Contractor shall review the published material links about Overdose prevention on the CDPHE website prior to the CDPHE Grant Kick-off meeting.</li> <li>3. The Contractor shall review the published Harm Reduction Grant Fund Program Manual on the CDPHE website prior to the CDPHE Grant Kick-off meeting.</li> <li>4. The Contractor shall examine the existing harm reduction services implemented in Gunnison County.</li> <li>5. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County.</li> <li>6. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County.</li> <li>7. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities.</li> <li>8. The Contractor shall schedule five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>9. The Contractor shall facilitate five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD.</li> <li>10. The Contractor shall write meeting minutes at each of the scheduled GCC meetings.</li> <li>11. The Contractor shall schedule five (5) GCC subgroup meetings annually.</li> <li>12. The Contractor shall facilitate five (5) GCC subgroup meetings annually.</li> <li>13. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings.</li> <li>14. The Contractor shall create a community resource guide with the GCC.</li> <li>15. The Contractor shall create a multidisciplinary team with the GCC to support the provision of MAT services in Gunnison County.</li> <li>16. The Contractor shall create an anti-stigma campaign with the GCC to:</li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"> <li>a. provide information to help residents understand SUD.</li> <li>b. provide information to increase awareness of behavioral health resources.</li> </ul>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>
<p><b>Sub-activities #2</b></p>	<ul style="list-style-type: none"> <li>1. The Contractor shall:             <ul style="list-style-type: none"> <li>a. hire a clinical public health nurse.</li> <li>b. hire a peer support specialist.</li> <li>c. hire a crisis clinician.</li> <li>d. hire a health navigator.</li> </ul> </li> <li>2. The Contractor shall assign the clinical public health nurse to perform the following:             <ul style="list-style-type: none"> <li>a. provide outreach to community members at risk of SUD.</li> <li>b. provide referrals to MAT.</li> <li>c. harm reduction education.</li> <li>d. provide best practices in harm reduction service implementation.</li> </ul> </li> <li>3. The Contractor shall assign the peer support specialist to perform the following:             <ul style="list-style-type: none"> <li>a. provide support to the Front Range MAT services.</li> <li>b. provide SUD services at the Western Colorado University.</li> <li>c. provide support to individuals actively using substances.</li> <li>d. provide justice-involved individuals’ access to resources upon release from GCDC.</li> </ul> </li> <li>4. The Contractor shall assign the crisis clinician to perform the following:             <ul style="list-style-type: none"> <li>a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement,</li> <li>b. provide diversion, in addition to re-entry services for individuals with SUD,</li> <li>c. provide assessment to individuals who present for help with behavioral health issues,</li> <li>d. provide continuity of care after initial crisis response,</li> <li>e. provide referrals to SUD/ODU treatment services.</li> </ul> </li> <li>5. The Contractor shall assign the health navigator to perform the following:             <ul style="list-style-type: none"> <li>a. provide recovery support to individuals with behavioral health concerns,</li> <li>b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services,</li> <li>c. provide multilingual services to residents.</li> </ul> </li> </ul>

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<b>Primary Activity #3</b>	The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy.</li> <li>2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> </ol>
<b>Primary Activity #4</b>	The Contractor shall complete the preparatory work to deliver behavioral health training(s).
<b>Sub-Activities #4</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner.</li> <li>2. The Contractor shall create an electronic mail (email) advertising the behavioral health training.</li> <li>3. The Contractor shall create a contact list of behavioral health professionals interested in the training.</li> <li>4. The Contractor shall create a contact list of professionals in the field of law enforcement interested in the training.</li> <li>5. The Contractor shall create an electronic registration survey that behavioral health professionals can register to participate in the behavioral health training.</li> <li>6. The Contractor shall collect the behavioral health training registration data from the electronic registration survey.</li> <li>7. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration survey.</li> <li>8. The Contractor shall schedule one (1) training location in Gunnison County to deliver the behavioral health training.</li> <li>9. The Contractor shall communicate to each registered behavioral health professional the date of the reserved behavioral health training by email.</li> <li>10. The Contractor shall provide the location of the behavioral health training to each registered behavioral health professional by email.</li> <li>11. The Contractor shall create a follow-up survey to assess training effectiveness.</li> <li>12. The Contractor shall administer the survey to all attendees of the training.</li> <li>13. The Contractor shall analyze the results of the survey to inform training improvements.</li> </ol>
<b>Primary Activity #5</b>	The Contractor shall complete a minimum of one (1) behavioral health training.
	<ol style="list-style-type: none"> <li>1. The Contractor shall create a sign-in sheet to track the number of professionals attending the training.</li> </ol>

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<p><b>Sub-Activities #5</b></p>	<ol style="list-style-type: none"> <li>2. The Contractor shall use a sign-in sheet to track the number of professionals attending the training.</li> <li>3. The Contractor shall provide the training to a minimum of four (4) behavioral health professionals.</li> <li>4. The Contractor shall provide the training to a minimum of one (1) professional in the field of law enforcement.</li> <li>5. The Contractor shall determine the method of presenting the training from the following options:             <ol style="list-style-type: none"> <li>a. Online platform,</li> <li>b. in-person,</li> <li>c. hybrid training.</li> </ol> </li> <li>6. The Contractor shall support the MAT certification of GVH’s Psychiatric Nurse Practitioner.</li> <li>7. The Contractor shall distribute the behavioral health training materials to the registered professionals.</li> <li>8. The Contractor shall facilitate the behavioral health training.</li> <li>9. The Contractor shall provide a Question and Answer (Q&amp;A) session after the behavioral health training.</li> <li>10. The Contractor shall provide additional training opportunities in the following best-practice interventions:             <ol style="list-style-type: none"> <li>a. Certified Addiction Counseling (CAC),</li> <li>b. Eye Movement Desensitization and Reprocessing (EMDR),</li> <li>c. Motivational Interviewing,</li> <li>d. Screening, Brief Intervention, and Referral to Treatment (SBIRT),</li> <li>e. Cognitive Behavioral Therapy (CBT),</li> <li>f. harm reduction for people who use substances,</li> <li>g. and trauma-informed services.</li> </ol> </li> </ol>
<p><b>Primary Activity #6</b></p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p><b>Sub-Activities #6</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall organize a minimum of one (1) community forum on SUD prevention, treatment, in addition to recovery.</li> <li>2. The Contractor shall determine the method of hosting the community forums from the following options:             <ol style="list-style-type: none"> <li>a. Online platform,</li> <li>b. in-person,</li> <li>c. hybrid forum.</li> </ol> </li> <li>3. The Contractor shall provide the location of the community forums by email.</li> <li>4. The Contractor shall organize an anti-stigma campaign.</li> </ol>

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	5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
<b>Primary Activity #7</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall: <ol style="list-style-type: none"> <li>a. Complete a CDPHE approved monthly progress report.</li> <li>b. Complete a CDPHE approved quarterly progress report.</li> <li>c. Complete a CDPHE approved annual progress report.</li> </ol> </li> </ol>
<b>Primary Activity #8</b>	1. The Contractor shall complete a CDPHE approved evaluation plan.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Contractor shall comply with CDPHE Overdose prevention content, which is located on CDPHE website <a href="https://www.colorado.gov/pacific/cdphe/opioid-prevention">https://www.colorado.gov/pacific/cdphe/opioid-prevention</a> and is incorporated and made a part of this contract by reference.</li> <li>3. The Contractor shall use the Harm Reduction Grant Fund Program Manual, which is located on CDPHE website <a href="https://drive.google.com/drive/folders/1TxIUoLdjb_Wp6h3FMZTExWkToDzuOIw2">https://drive.google.com/drive/folders/1TxIUoLdjb_Wp6h3FMZTExWkToDzuOIw2</a> and is incorporated and made a part of this contract by reference.</li> <li>4. The Contractor shall develop a community resource guide to include the following: <ol style="list-style-type: none"> <li>a. SUD providers' contact information.</li> <li>b. Mental health providers' contact information.</li> <li>c. Organizations providing basic need services contact information.</li> </ol> </li> <li>5. The Contractor shall develop a multidisciplinary team to include a minimum of the following: <ol style="list-style-type: none"> <li>a. one (1) health care provider</li> <li>b. one (1) MAT provider</li> <li>c. one (1) behavioral health provider</li> </ol> </li> <li>6. The Contractor shall develop a SUD anti-stigma campaign to include a minimum of the following: <ol style="list-style-type: none"> <li>a. Evidence-based information about behavioral health disorders.</li> <li>b. Evidence-based harm reduction information.</li> <li>c. Resources for individuals who use substances.</li> </ol> </li> <li>7. The Contractor shall develop a process document with the GCDC to connect individuals with the peer support specialist to include a minimum of the following:</li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"><li>a. criteria for providing a referral.</li><li>b. responsibility of parties in each step of the referral process.</li></ul> <p>8. The Contractor shall develop a behavioral health training curriculum to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. evidence based rural behavioral health information.</li><li>b. evidence based rural harm reduction information.</li></ul> <p>9. The Contractor shall develop an email advertising the behavioral health training to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. Date of the behavioral health training.</li><li>b. Location of the behavioral health training.</li><li>c. Length of the behavioral health training.</li><li>d. Deadline to register.</li></ul> <p>10. The Contractor shall develop a behavioral health professional contact list that covers the following:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the clinic, if applicable.</li><li>c. Address of the clinic, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>11. The Contractor shall develop a field of law enforcement contact list that covers the following:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the department, if applicable.</li><li>c. Address of the department, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>12. The Contractor shall develop the electronic registration survey that contains the following form fields:</p> <ul style="list-style-type: none"><li>a. Name of the individual registering.</li><li>b. Name of the clinic, if applicable.</li><li>c. Address of the clinic, if applicable.</li><li>d. Phone number of the individual registering.</li><li>e. Email address of the individual registering.</li></ul> <p>13. The Contractor shall develop a follow-up survey to assess the effectiveness of the training to include a minimum of the following:</p> <ul style="list-style-type: none"><li>a. participant satisfaction.</li><li>b. participant feedback.</li><li>c. Participant self-assessment of an increase in knowledge.</li></ul>
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	<p>14. The Contractor shall develop a sign-in sheet that contains a minimum of the following:</p> <ul style="list-style-type: none"><li>a. Date</li><li>b. Name of the registered individual</li><li>c. Field of work</li><li>d. Signature line.</li></ul> <p>15. The Contractor shall provide draft versions of the following for CDPHE review:</p> <ul style="list-style-type: none"><li>a. Community Resource Guide.</li><li>b. Anti-stigma campaign.</li><li>c. Process document with the GCDC to connect individuals.</li><li>d. Behavioral Health training curriculum.</li><li>e. Email template advertising the behavioral health training.</li><li>f. Contact list template.</li><li>g. Electronic registration survey.</li><li>h. Follow-up survey to assess effectiveness of training.</li><li>i. Sign-in sheet template.</li></ul> <p>16. The Contractor shall provide final versions of the following prior to use:</p> <ul style="list-style-type: none"><li>a. Community Resource Guide.</li><li>b. Anti-stigma campaign.</li><li>c. Process document with the GCDC to connect individuals.</li><li>d. Behavioral Health training curriculum.</li><li>e. Email template advertising the behavioral health training.</li><li>f. Contact list template.</li><li>g. Electronic registration survey.</li><li>h. Follow-up survey to assess effectiveness of training.</li><li>i. Sign-in sheet template.</li></ul> <p>17. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.</p> <p>18. CDPHE will review all deliverables providing feedback within five (5) Business Days from the submission of the deliverable.</p> <p>19. CDPHE will respond to all email communications within three (3) Business Days.</p> <p>20. CDPHE will provide the Contractor with a monthly template, quarterly, and annual progress report template which shall include:</p> <ul style="list-style-type: none"><li>a. Primary and sub- activity progress summary</li><li>b. The most current data available including the demographics and number of people participating in interventions</li><li>c. Process and outcome evaluation data as specified in the grantee’s evaluation plan</li></ul>
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	<ul style="list-style-type: none"> <li>d. Documentation of any activities between law enforcement, LPHAs and community-based organizations</li> <li>e. Challenges and successes encountered</li> <li>f. Any requests for technical assistance or training.</li> </ul> <p>21. CDPHE will provide the Contractor with evaluation planning in addition to implementation technical assistance covering the following:</p> <ul style="list-style-type: none"> <li>a. collect data from stakeholders to define community needs.</li> <li>b. collect data on referral efficacy.</li> <li>c. collect data on naloxone distribution.</li> <li>d. collect data on residents’ access to services.</li> <li>e. collect feedback from residents, in addition to service providers, to guide improvements in service delivery.</li> <li>f. analyze existing data to develop criteria informing resource development.</li> </ul> <p>22. CDPHE will provide the Contractor with technical assistance regarding selected overdose prevention activities to include the following:</p> <ul style="list-style-type: none"> <li>a. Provider education</li> <li>b. Community education</li> <li>c. Community-level interventions;</li> <li>d. Targeted naloxone distribution</li> <li>e. Data;</li> <li>f. Evaluating local efforts to implement effective strategies</li> </ul> <p>23. The Contractor shall attend all CDPHE approved trainings in addition to meetings.</p>
<p style="text-align: center;"><b>Expected Results of Activity(s)</b></p>	<ul style="list-style-type: none"> <li>1. Community resource guide.</li> <li>2. SUD anti-stigma campaign.</li> <li>3. Hire four (4) behavioral health professionals to provide harm reduction in addition to behavioral health services to Gunnison Residents.</li> <li>4. A process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.</li> <li>5. Provide a minimum of one (1) behavioral health training.</li> <li>6. Provide a minimum of one (1) community forum on substance use, recovery, in addition to treatment.</li> </ul>
<p style="text-align: center;"><b>Measurement of Expected Results</b></p>	<ul style="list-style-type: none"> <li>1. Monthly Progress Report.</li> <li>2. Quarterly Progress Report.</li> <li>3. Annual Progress Report.</li> <li>4. CDPHE received the finalized community resource guide.</li> <li>5. CDPHE received the finalized anti-stigma campaign materials.</li> <li>6. CDPHE received the finalized GCDC process document.</li> </ul>

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	<ol style="list-style-type: none"> <li>7. CDPHE received the letter of hire for four (4) behavioral health professionals.</li> <li>8. CDPHE received the training materials for behavioral health training.</li> <li>9. CDPHE received materials provided to individuals at the community forum.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit an evaluation plan using a CDPHE approved template including both process and outcome measures.	No later than 180 days from contract execution
	2. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	3. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	4. The Contractor shall submit a draft of the community resource guide.	No later than 4/30/2022
	5. The Contractor shall submit a final copy of the community resource guide.	No later than 6/30/2022
	6. The Contractor shall submit a draft of the SUD anti-stigma campaign.	No later than 1/31/2022
	7. The Contractor shall submit a final copy of the SUD anti-stigma campaign.	No later than 3/31/2022
	8. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually
	9. The Contractor shall submit a draft of the Process Document with the GCDC to connect individuals to resources.	No later than 4/30/2022
	10. The Contractor shall submit a final copy of the Process Document with the GCDC to connect individuals to resources.	No later than 6/30/2022
	11. The Contractor shall submit a draft of the Behavioral Health training curriculum.	No later than 4/30/2022
	12. The Contractor shall submit a final copy of the Behavioral Health training curriculum.	No later than 6/30/2022
	13. The Contractor shall submit a draft email template advertising the behavioral health training.	No later than 4/30/2022
	14. The Contractor shall submit a final email template advertising the behavioral health training.	No later than 6/30/2022

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	15. The Contractor shall submit a draft Contact list template.	No later than 4/30/2022
	16. The Contractor shall submit a final Contact list template.	No later than 6/30/2022
	17. The Contractor shall submit a draft Electronic registration survey.	No later than 4/30/2022
	18. The Contractor shall submit a final Electronic registration survey.	No later than 6/30/2022
	19. The Contractor shall submit a draft Follow-up survey to assess the effectiveness of training.	No later than 4/30/2022
	20. The Contractor shall submit a final Follow-up survey to assess the effectiveness of training.	No later than 6/30/2022
	21. The Contractor shall submit a draft Sign-in sheet template.	No later than 4/30/2022
	22. The Contractor shall submit a final Sign-in sheet template.	No later than 6/30/2022

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM**

**Original Contract Routing # 2022\*2745**

<b>Contractor Name</b>	Gunnison County	<b>Program Contact Name, Title, Phone and Email</b>	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org			
<b>Budget Period</b>	11/01/2021-06/30/2022	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org			
<b>Project Name</b>	Gunnison County Consortium	<b>Contract (CT or PO) Number</b>	CT FHLA 2022*2745			
<b>Expenditure Categories</b>						
<b>Personal Services Salaried Employees</b>						
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Number of Months</b>	<b>Total Amount Requested from CDPHE</b>
Grant Director	Completes all grant required activities, reporting, and fiscal oversight.	\$ 91,213.00	\$18,000.00	60.0%	8.0	\$43,685.20
						\$0.00
<b>Personal Services Hourly Employees</b>						
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested from CDPHE</b>	
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders.	\$ 26.00	6.00	260.0	\$8,320.00	
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends.	\$ 28.00	6.00	520.0	\$17,680.00	
Health/Recovery Navigator	Works with Western State University, Law Enforcement, Crisis Services, GVH, the jail and Peer Support Specialists in an effort to help community members navigate and access basic needs and behavioral health services with an emphasis on multilingual community members.	\$ 22.00	3.00	960.0	\$24,000.00	
Clinical Nurse - Public Health	Provides outreach and engagement of new community members in need of behavioral health services, education, and MAT (medication assisted treatment). Responsible for being the lead on research and planning for the implementation of harm reduction services in Gunnison County.	\$ 31.00	6.00	850.0	\$31,450.00	
						\$0.00
<b>Total Personal Services (including fringe benefits)</b>						<b>\$125,135.20</b>
<b>Supplies &amp; Operating Expenses</b>						

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Five anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	5.0	\$1,250.00
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 750.00	1.0	\$750.00
Training for SUD/ODD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for three events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	\$ 2,000.00	3.0	\$6,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$15 pp x 25 = \$375 and \$25 per meeting for supplies (paper/pens/printing).	\$ 400.00	2.0	\$800.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	8.0	\$3,200.00
Referral Guide	Creation and printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.0	\$500.00
General operating supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	8.0	\$240.00
				\$0.00
<b>Total Supplies &amp; Operating</b>				<b>\$12,740.00</b>

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Local mileage (staff)	Local mileage for county wide travel for Coordinator, Clinical Nurse and Director	\$ 0.57	600.0	\$342.00
In-state travel (staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00	\$ 5,632.48	1.0	\$5,632.48
				\$0.00
<b>Total Travel</b>				<b>\$5,974.48</b>
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sheriff Department	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,500 for contract term.	\$ 2,500.00	1.0	\$2,500.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,500 for contract term.	\$ 2,500.00	3.0	\$7,500.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum, assist in delivering curriculum, attend consortium meetings, \$8,000 for contract term.	\$ 8,000.00	1.0	\$8,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Cost for Psychiatric Nurse to receive MAT certification training, including time, \$15,000. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term.	\$97,000.00	1.0	\$97,000.00
				\$0.00

<b>Total Contractual</b>		<b>\$115,000.00</b>
<b>SUB-TOTAL OF DIRECT COSTS</b>		<b>\$258,849.68</b>
<b>Indirect</b>		
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$25,884.32
De minimis Indirect Cost Rate		
<b>Total Indirect</b>		<b>\$25,884.32</b>
<b>TOTAL</b>		<b>\$284,734.00</b>

**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.

<b>CONTRACTOR</b> Gunnison County	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
DocuSigned by:  <small>D9072077079D4CD...</small>	DocuSigned by:  <small>2EDE870A1A7D4EC...</small>
By: Signature	By: Lisa McGovern,
Jonathan D. Houck	Procurement and Contracting Section Director
Name of Person Signing for Contractor	Name of Executive Director Delegate
Chair-Gunnison County BOCC	Procurement & Contracts Section Director ft
Title of Person Signing for Contractor	Title of Executive Director Delegate
2021-10-25	2021-10-25
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**

DocuSigned by:  
  
C48A540EBA79405...

By: Travis Yoder, Controller  
Justin weigle

Name of State Controller Delegate  
Health Divisions Controller

Title of State Controller Delegate

2021-11-01

Contract Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Acknowledgement of Option Letter #1; Health and Hu

**Action Requested:** Other Acknowledgement STEPP FY25 Contract

**Parties to the Agreement:** CDPHE

**Term Begins:** July 1 2024

**Term Ends:**

**Grant Contract #:** 2024 0222 OL1

**Summary:**

HHS would like to acknowledge FY25 STEPP contract for regional Tobacco prevention work, Option Letter 1 for \$350,000. This is Year 2 of a 3 year contract. See attached Year 1 Task Order 2024 0222

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/30/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/23/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/23/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

**OPTION LETTER #1**

State Agency: <b>Colorado Department of Public Health and Environment</b> <b>4300 Cherry Creek Drive South</b> <b>Denver, Colorado 80246</b>	Original Contract Number: <b>2024*0222</b>
Contractor: <b>Board of County Commissioners of Gunnison County</b> <b>(a political subdivision of the state of Colorado)</b> <b>200 East Virginia Avenue</b> <b>Gunnison CO 81230-2297</b> for the use and benefit of the <b>Gunnison County Department of Health and Human Services</b> <b>225 North Pine Street, Suite E</b> <b>Gunnison CO 81230-2333</b>	Option Letter Contract Number: <b>2024*0222 Option Letter #1</b>
Contract Performance Beginning Date: <b>July 1, 2023</b>	Current Contract Expiration Date: <b>June 30, 2025</b>
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0222	\$0.00	\$349,960.00	\$0.00	07/01/2023-06/30/2024	\$349,960.00
Option Letter #1	2024*0222 Option Letter #1	\$0.00	\$350,000.00	\$0.00	07/01/2024-06/30/2025	\$350,000.00
<b>Current Contract Maximum Cumulative Amount</b>						\$699,960.00

**1) OPTIONS**

- A. Option to extend for an Extension Term.
- B. Option to change quantity of services under the Contract.

**2) REQUIRED PROVISIONS:**

- A. In accordance with Section 2C of the Original Main Task Order Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2024 and ending on the current contract expiration date shown above, at the rates stated in the Original Task Order Contract, as amended for the following reason: **To extend the contract into Fiscal Year 2025.**
- B. In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to **Increase** the quantity of the **Services** at the rates stated in the Original Task Order Contract, as amended. Exhibit C, Budget is deleted and replaced in its entirety with Exhibit C, Budget attached to this Option Letter, for the following reason: **To add funds supporting the renewal term Statement of Work activities and deliverables.**

**2) OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2024, whichever is later.

**SIGNATURE PAGE**

<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Chelsea Gilbertson</i> 2C13912416524B1...</p> <p>By: Signature</p> <p>Chelsea Gilbertson</p> <p>Name of Executive Director Delegate</p> <p>Director of Procurement and Contracts</p> <p>Title of Executive Director Delegate</p> <p>Date: 2024-05-15</p>	<p>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.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Jannette Scarpino</i> 8CA04B14546748A...</p> <p>By: Signature</p> <p>Jannette Scarpino</p> <p>Name of State Controller Delegate</p> <p>Chief Financial Officer</p> <p>Title of State Controller Delegate</p> <p>Option Effective Date: 2024-05-15</p>
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-- Signature Page End --



**COLORADO**  
 Department of Public Health & Environment

Version 6.2023

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

Original Contract Routing # 2024\*0222

<b>Contractor Name</b>	GUNNISON COUNTY	<b>Program Contact Name, Title, Phone and Email</b>	Erika Stoerkel Regional Grants Coordinator 970-641-7695 estoerkel@gunnisoncounty.org
<b>Budget Period</b>	07/01/2024 - 06/30/2025	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise Accountant 970-641-7679 jwise@gunnisoncounty.org
<b>Project Name</b>	West Central Public Health Partnership (WCPHP) Tobacco Education Project	<b>Contract (CT or PO) Number</b>	CT FHLA 2024*0222

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
	Line not open				\$ -
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Regional Grants Coordinator	Point of Contact for regional grant management, coordinates, completes grant deliverables with regional subcontractors and conducts/manages tobacco control work on behalf of Montrose County.	\$ 34.57	\$ 9.50	927.00	\$ 40,852.89
Community Health Manager	Coordinates regional meetings for local public health agency directors, including STEPP regional grant. Provides oversight on contracting, budget, supervision of staff, strategic direction.	\$ 50.51	\$ 16.50	50.00	\$ 3,350.50

Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data.	\$ 27.09	\$ 9.00	468.00	\$ 16,890.12
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation.	\$ 32.00	\$ 9.00	468.00	\$ 19,188.00
<b>Total Personal Services (including fringe benefits)</b>					<b>\$ 80,281.51</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of \$.04 per copy (\$10/mo.) for project.	\$ 10.00	12.00	\$	120.00
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of \$15/quarter based on historical expenditures.	\$ 15.00	4.00	\$	60.00
Computers	Gunnison County charges \$3,000/year for a laptop. FTE is 1.125% , requesting \$3,000 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = \$250/ month x 12 months.	\$ 250.00	12.00	\$	3,000.00
Phone	Gunnison County charges \$35/month for a cell phone - 28% Cultural Community Educator (\$9.80/month), 25% Prevention Program Coordinator's time dedicated to project (\$8.75/month) - \$18.55/month in total.	\$ 18.55	12.00	\$	222.60
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at \$9/month based on historical expenditures.	\$ 9.00	12.00	\$	108.00
Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated \$15 per person with 25 attendees (\$15 x 25ppl = \$375) at a total of 2 meetings (\$750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. \$15 per person x 25 people x 2 meeting = \$750. Total is \$1,500. <b>*Excluded from IDCs</b>	\$ 15.00	100.00	\$	1,500.00
Event Supplies	\$50 for event supplies (including flipchart paper, markers, signage) x 5 events, based on historical costs.	\$ 50.00	5.00	\$	250.00

Event rental	Space rental, \$100/event x 4, based on historical costs.	\$ 100.00	4.00	\$ 400.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. \$25/event x 49 attendees for community engagement meetings/focus groups for attendees not compensated through employer. <b>*Excluded from IDCs</b>	\$ 25.00	49.00	\$ 1,225.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: \$.66/mile x 185 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 61.67 miles each. <b>*Excluded from IDCs</b>	\$ 0.66	185.00	\$ 122.10
Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ \$500 a year, 2 newspaper ads @ \$50/ad for community trainings = \$600. Additional social media or newspaper ads estimated at \$33/month x 12 months = \$400. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by STEPP for campaign, call-to-action, etc.	\$ 1,000.00	1.00	\$ 1,000.00
Registration Fees	In-state conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy and professional development 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. \$300 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator).	\$ 300.00	3.00	\$ 900.00
<b>Total Supplies &amp; Operating</b>				<b>\$ 8,907.70</b>
<b>Travel</b>				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Regional travel (estimated at 900 miles) to an in-state conference for professional development(estimated at 700 miles). Staff will be asked to travel to conferences together.	\$ 0.66	1,600.00	\$ 1,056.00
Lodging	Regional travel, in-state conference for professional development (will be allocated appropriately to this grant), lodging estimate of \$174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights.	\$ 174.00	12.00	\$ 2,088.00
Meals/Per Diem	Regional travel, in-state conference for professional development, per diem \$69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12.	\$ 69.00	12.00	\$ 828.00

Parking or Other Allowable Travel Expenses	Regional travel, Public Health Conference parking or other allowable travel expense, estimated at \$20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator.	\$ 20.00	4.00	\$ 80.00
<b>Total Travel</b>				<b>\$ 4,052.00</b>
<b>Contractual</b>				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Delta County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: \$33,481 (.53 FTE) Supplies/Operating: \$3,680 Travel: \$1,886 Indirect (17.78%): \$5,953	\$ 45,000.00	1.00	\$ 45,000.00
Silver Thread Public Health District	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$76,279 Supplies/Operating: \$4,000 Travel: \$1,540 Indirect (10%) \$8,181	\$ 90,000.00	1.00	\$ 90,000.00
Ouray County	Subcontractor conducts ongoing community education on tobacco-focused community assessment, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000, Travel \$1,000 Indirect (10%): \$4,000.	\$ 45,000.00	1.00	\$ 45,000.00
San Miguel County	Subcontractor conducts ongoing community education on tobacco-focused community assessment findings, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000 Travel: \$1,000 Indirect (10%): \$4,000	\$ 45,000.00	1.00	\$ 45,000.00
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable.	\$ 100.00	1.00	\$ 100.00

Montrose County	Gunnison County staff cover the tobacco control work for Montrose, community engagement, ongoing community education on tobacco-focused community assessment findings, development/implementation of regional implementation plan, completion of deliverables. Services of contract will meet expected deliverable of increased community engagement.	\$ 100.00	1.00	\$ 100.00
<b>Total Contractual</b>				<b>\$ 225,200.00</b>
<b>SUB-TOTAL OF DIRECT COSTS</b>				<b>\$ 318,441.21</b>
<b>Indirect</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>		
CDPHE-Negotiated Indirect Cost Rate	CY 2024 approved CDPHE-negotiated rate: 15.00% of Total Direct Costs excluding capital expenditures, rent, and participant incentives. <b>*Grantee electing to apply 10% indirect rate to Total Direct Costs excluding capital expenditures, rent, and participant incentives.</b>	\$ 31,558.79		
<b>Total Indirect</b>				<b>\$ 31,558.79</b>
<b>TOTAL</b>				<b>\$ 350,000.00</b>



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**

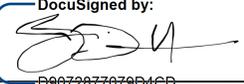
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;"><b>Board of County Commissioners of Gunnison County</b> (a political subdivision of the state of Colorado) for the use and benefit of the <b>Gunnison County Department of Health and Human Services</b></p> <p>DocuSigned by:  B9072677079D4CB... By: Signature</p> <p>Jonathan D. Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison County BOCC Title of Person Signing for Contractor</p> <p>Date: 2023-05-04</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> <b>Colorado Department of Public Health and Environment</b> <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <p>DocuSigned by:  2EDF870A1A7D4FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement &amp; Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2023-05-04</p>
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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:  
  
8CA04B14546748A...  
By: Signature

Jannette Scarpino  
Name of State Controller Delegate

Chief Financial officer  
Title of State Controller Delegate

Effective Date: 2023-05-04

--Signature Page End--

## ADDITIONAL PROVISIONS

### To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 2024\*0222

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: Tobacco Program Generalist via email at [cdphe\\_stepp\\_pg@state.co.us](mailto:cdphe_stepp_pg@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.

2. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
  - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
  - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **fifteen (15)** 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. 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.
6. 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).
7. 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.

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.

8. If Contractor indicates full expenditure of funds under this Contract by **March 31st** 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 31st** 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 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

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

9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.
10. 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.
11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

*Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.*

STATEMENT OF WORK  
To Original Contract Number CT FHLA 2024\*0222

**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 public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans. In Colorado, tobacco use is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. In addition, it costs the state more than \$1.8 billion in health care expenditures as well as more than \$1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco use among populations that have not equitably benefited from commercial tobacco control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco use. A multi-pronged approach will be used to accomplish: 1) Community education on policies that influence tobacco use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco prevention activities; 3) Promotion of culturally-tailored tobacco treatment resources; 4) Education on survey data specific to tobacco priority populations; 5) Building/maintenance of the Contractor's tobacco subject matter expertise ; 6) Implementation of evidence-based tobacco program interventions as identified in the CDPHE-provided local public health agency framework.

The goal of this health project is to promote community-based commercial tobacco control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 that supports funding for community-based and statewide tobacco education programs designed to reduce initiation of tobacco use by youth, promote cessation of tobacco use among youth, as well as reduce exposure to secondhand smoke as well as vapor.

**III. Definitions:**

1. **Authentic Community Engagement:** a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making
2. **Business Days:** 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.
3. **Catchment Area:** geographic area(s) in which the Contractor performs tobacco grant work.
4. **CDC:** Centers for Disease Control and Prevention
5. **CDPHE:** Colorado Department of Public Health and Environment
6. **Commercial Tobacco:** Harmful products that are made and sold by tobacco companies. This is distinct from "traditional tobacco" used by Native American people and other groups for religious or ceremonial purposes.
7. **Equitable enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
8. **Healthy Kids Colorado Survey:** a survey on the health/well-being of young people and school health policies/practices that support youth health
9. **Implementation Plan:** documented steps needed to implement the Contractor's tobacco project plan

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- 10. **LPHA:** Local Public Health Agency
- 11. **Organizational Policy:** a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
- 12. **Place-Based:** Approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
- 13. **Priority Populations:** populations disparately affected due to higher tobacco use/prevalence and that will be affected by an intervention.
- 14. **Quarterly:**
  - a. Quarter 1: July 1 – September 30
  - b. Quarter 2: October 1 – December 31
  - c. Quarter 3: January 1 – March 31
  - d. Quarter 4: April 1 – June 30
- 15. **Quit Attempts:** attempt to stop smoking
- 16. **Second Chance program:** a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco policy at school or a tobacco law in the community.
- 17. **SFY:** 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.
  - a. FY24: July 1, 2023 through June 30, 2024
  - b. FY25: July 1, 2024 through June 30, 2025
  - c. FY26: July 1, 2025 through June 30, 2026
- 18. **STEPP:** State Tobacco Education and Prevention Partnership
- 19. **STEPP Project Officer:** STEPP program contact
- 20. **Strategic Plan:** 2030 Colorado Commercial Tobacco Control Strategic Plan
- 21. **TTA:** Training and Technical Assistance
- 22. **TFCP:** Tobacco-focused Community Profile
- 23. **Tobacco Grants Program:** STEPP
- 24. **Youth:** individuals between ages 18 to 24 years old
- 25. **Workflow:** a series of tasks – how tasks are accomplished, in what order, and by whom

**IV. Work Plan:**

<b>Goal #1:</b> Advance health and racial equity by improving the health of all Coloradans, with a specific focus on priority populations, through strategies that focus on health promotion, prevention, as well as access to health care.	
<b>Objective #1:</b> No later than the expiration date of this contract, advance the implementation of evidence-based, culturally responsive, community-oriented tobacco control strategies that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.	
<b>Primary Activity #1</b>	The Contractor shall complete a tobacco-focused community profile (TFCP).
<b>Sub-Activities #1</b>	1. The Contractor shall conduct a community needs/readiness assessment to identify the most appropriate opportunities related to the following:

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	<ol style="list-style-type: none"> <li>a. tobacco policy change.</li> <li>b. improving accessibility of tobacco treatment.</li> <li>c. improving utilization of tobacco treatment.</li> <li>d. advancing youth-oriented awareness of the dangers of tobacco products.</li> <li>e. community education.</li> <li>f. reductions in exposure to second-hand smoke as well as vapor.</li> </ol>
<b>Primary Activity #2</b>	<p>The Contractor shall, in collaboration with the designated Colorado Department of Public Health and Environment (CDPHE) STEPP Program Officer, draft an implementation plan outlining the following:</p> <ol style="list-style-type: none"> <li>1. The strategy(ies) in which the project will focus, based on the information in the TFCP.</li> <li>2. The detailed steps which the Contractor shall take to address the objective of this agreement.</li> </ol>
<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE.</li> <li>2. The Contractor shall update the implementation plan at a minimum annually.</li> <li>3. The Contractor shall prepare to sign the implementation plan each time the plan changes.</li> </ol>
<b>Primary Activity #3</b>	The Contractor shall implement activities listed in the CDPHE-approved annual implementation plan.
<b>Primary Activity #4</b>	The Contractor shall implement capacity-building activities as identified in the CDPHE-provided local public health agency framework.
<b>Primary Activity #5</b>	The Contractor shall facilitate the reduction of tobacco-related health disparities among priority populations in the Contractor's catchment area.
<b>Sub-Activities #5</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall build community understanding of the following as tobacco control strategies are introduced at the local level: <ol style="list-style-type: none"> <li>a. tobacco-related health disparities among priority populations</li> <li>b. importance of policies that influence tobacco use.</li> </ol> </li> </ol>
<b>Primary Activity #6</b>	The Contractor shall implement the tobacco policy change processes designed to reduce prevalence/initiation of tobacco use through the adoption of tobacco policy changes.
<b>Sub-Activities #6</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall use the CDPHE-provided local public health agency framework.</li> <li>2. The Contractor shall build community understanding of tobacco policy changes designed to reduce prevalence/initiation of tobacco use.</li> <li>3. The Contractor shall use the promotion of tobacco-free social norms to prevent tobacco use initiation among youth/young adults through.</li> <li>4. The Contractor shall promote tobacco treatment as part of tobacco policy change activities.</li> </ol>
<b>Primary Activity #7</b>	The Contractor shall implement the tobacco policy change processes designed to reduce exposure to secondhand smoke as well as vapor, through the adoption of tobacco policy changes.

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<b>Sub-Activities #7</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall use the CDPHE-provided local public health agency framework.</li> <li>2. The Contractor shall build community understanding of tobacco policy changes designed to reduce exposure to secondhand smoke/vapor.</li> <li>3. The Contractor shall provide education to community members that facilitates the following: <ol style="list-style-type: none"> <li>a. Adoption of place-based smoke/vapor/tobacco-free policies</li> <li>b. Implementation of place-based smoke/vapor/tobacco-free policies</li> <li>c. Equitable enforcement of place-based smoke/vapor/tobacco-free policies</li> <li>d. Promotion of tobacco treatment resources.</li> </ol> </li> <li>4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco-related organizational policies: <ol style="list-style-type: none"> <li>a. local tobacco ordinances</li> <li>b. local tobacco-related organizational policy</li> </ol> </li> </ol>
<b>Primary Activity #8</b>	The Contractor shall facilitate access to/uptake of evidence-based tobacco treatment services through the use of culturally-appropriate strategies.
<b>Sub-Activities #8</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall use the CDPHE-provided local public health agency framework.</li> <li>2. The Contractor shall promote widespread adoption of tobacco treatment interventions, including environmental approaches, in a variety of clinical/community settings.</li> <li>3. The Contractor shall provide education/technical assistance to: <ol style="list-style-type: none"> <li>a. maximize opportunities to screen for tobacco use</li> <li>b. link tobacco users to evidence-based tobacco treatment.</li> </ol> </li> <li>4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to: <ol style="list-style-type: none"> <li>a. assess the current status of tobacco screening/intervention</li> <li>b. integrate treatment/referral processes into existing medical/social care settings</li> <li>c. promote the availability of low/no cost cessation benefits, including those offered through the: <ol style="list-style-type: none"> <li>i. Colorado QuitLine</li> <li>ii. Medicaid.</li> </ol> </li> <li>d. Where applicable, the Contractor shall support the adoption of tobacco-free policies.</li> </ol> </li> </ol>
<b>Primary Activity #9</b>	The Contractor shall complete all required grant reporting requirements.
<b>Sub-Activities #9</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template.</li> <li>2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template.</li> <li>3. The Contractor shall complete a final project report on a CDPHE-approved Report template.</li> </ol>

**EXHIBIT B****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 adhere to the Best Practices User Guides. This information is located on Tobacco Free CO website <http://www.tobaccofreeco.org> and made a part of this contract by reference.
3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on Centers for Disease Control and Prevention website <https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/best-practices-youth-engagement-user-guide.pdf> and made a part of this contract by reference.
4. CDPHE will provide the Contractor with the local public health agency framework at the beginning of each SFY.
5. The Contractor shall plan to prioritize priority populations as defined in the Strategic Plan as well as CDPHE local public health framework in all work to reduce tobacco use in settings to include:
  - a. schools.
  - b. multi-unit housing.
  - c. behavioral health care systems.
  - d. social services settings.
  - e. municipal settings.
  - f. other settings, as identified by community needs.

This information is located on the Tobacco Free Colorado website <https://drive.google.com/file/d/1vBTrhurde7KSkJOYtDAS4YTe1DM-wTQy/view?usp=sharing> and is incorporated and made a part of this contract by reference.

6. The Contractor shall use the Best Practices User Guide, in all efforts to educate the community/policy makers about tobacco control policies which reduce tobacco use, utilize a youth/adult task force model of community mobilization.
7. The Contractor shall obtain approval from CDPHE prior to beginning activities outlined in the implementation plan.
8. CDPHE will review the implementation plan within 21 business days of submission.
9. The Contractor shall prepare to make any necessary modifications to the implementation plan within 30 business days of notification by CDPHE.
10. CDPHE will approve the implementation plan within 21 business days of submission.
11. The Contractor shall plan to work with the following to draft/update the implementation plan:
  - a. CDPHE-approved Technical Assistance provider(s)
  - b. STEPP Project Officer
12. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is incorporated and made part of this contract by reference and is located at the following website: <https://www.tobaccofreeco.org/grantee/grantee-resources/2018-ta-providers-list-2/>
13. The Contractor shall follow best practices using required resources. This information is incorporated and made part of this contract by reference and are located at the following websites:
  - a. CDC's Evidence-Based Guides for States available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/guides/index.htm>

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- b. Best Practices for Comprehensive Tobacco Control Programs at the Local Level (NACCHO), available at the following website:  
<https://www.naccho.org/uploads/downloadable-resources/Tobacco-Report-2022.pdf>
  - c. US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*, available at the following website:  
<http://www.ncbi.nlm.nih.gov/books/NBK63952/>
  - d. CDC's Best Practices User Guide: Health Equity in Tobacco Prevention and Control, available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf>
14. The Contractor shall use the following references to assess the tobacco problem in the Contractors catchment area. This information is incorporated and made part of this contract by reference and are located at the following websites:
- a. The Attitudes and Behaviors Survey (TABS) available on the following website:  
<http://www.tobaccofreeco.org>
  - b. Healthy Kids Colorado Survey available on the following website:  
<http://www.tobaccofreeco.org>
  - c. CDPHE Tobacco Retailer Access Colorado available on the following website:  
<https://trac-cdphe.opendata.arcgis.com/>
  - d. FDA Compliance Check Inspections of Tobacco Product Retailers available on the following website:  
[https://www.accessdata.fda.gov/scripts/oc/inspections/oc\\_insp\\_searching.cfm](https://www.accessdata.fda.gov/scripts/oc/inspections/oc_insp_searching.cfm)
  - e. Colorado QuitLine information is available on the following website:  
<https://www.coquitline.org/>
  - f. Colorado QuitLine reports are available on the following website:  
<http://www.tobaccofreeco.org>
  - g. STEPP Implementation Plan Template is available on the following website:  
<http://www.tobaccofreeco.org>
  - h. STEPP Tobacco Focused Community Profile guidance is available on the following website: <http://www.tobaccofreeco.org/>
  - i. Authentic Community Engagement to Advance Equity available on the following website: <https://www.colorado.gov/pacific/sites/default/files/Authentic-Community-Engagement-to-Advance-Equity.pdf>
15. The Contractor shall facilitate the development of Tobacco-free Schools Policies that are consistent with Colorado's Tobacco Free Schools Law (C.R.S. 25.14.103.5). This information is located on Tobacco Free CO website <https://www.tobaccofreeco.org/wp-content/uploads/2018/03/Overview-of-Tobacco-free-Schools-TFS-Law.pdf> and made a part of this contract by reference.
16. The Contractor shall prepare to notify the STEPP Point of Contact within five (5) business days of passage in the Contractor's catchment area of any:
- a. Tobacco control municipal ordinance
  - b. Tobacco-related organizational policy issue
17. The Contractor shall prepare to collaborate with STEPP in determining a local strategy approach to promote environmental change processes to reduce tobacco initiation/use/exposure to secondhand smoke/vapor among the Contractor's most tobacco-burdened populations.
18. The Contractor shall prepare to participate in evaluation activities that include the following:
- a. Evaluation-related TTA as recommended by CDPHE.
  - b. Develop an evaluation plan using the guidance created by the CDPHE Evaluation Contractor.

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	<ul style="list-style-type: none"> <li>c. Coordinate with the CDPHE Evaluation Contractor to provide project information/data.</li> <li>d. Comply with data reporting requirements established by CDPHE's Evaluation Contractor.</li> <li>e. Attend, at a minimum, quarterly meeting with CDPHE's Evaluation Contractor to provide: <ul style="list-style-type: none"> <li>i. program updates.</li> <li>ii. review evaluation progress.</li> <li>iii. review project successes.</li> <li>iv. review project barriers.</li> </ul> </li> </ul> <p>19. The Contractor shall prepare to notify the STEPP Project Officer within 15 business days of updating the evaluation plan.</p> <p>20. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:</p> <ul style="list-style-type: none"> <li>a. Quarterly progress reports</li> <li>b. Annual Reports</li> <li>c. Final project report</li> </ul> <p>21. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.</p> <p>22. CDPHE will provide the Contractor will the following Reporting templates:</p> <ul style="list-style-type: none"> <li>a. Quarterly Progress Report</li> <li>b. Annual Progress Report</li> <li>c. Final Project Report</li> </ul> <p>23. The Contractor shall use standardized survey tools to assess the current status of tobacco use screening/intervention and advance tobacco treatment integration in clinical and community settings. This information is incorporated and made part of this contract by reference and is available on the following websites:</p> <ul style="list-style-type: none"> <li>a. <a href="http://www.tobaccofreeco.org">http://www.tobaccofreeco.org</a></li> <li>b. <a href="https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html">https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html</a></li> </ul> <p>24. The Contractor shall attend bi-monthly STEPP Update calls.</p> <p>25. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco program interventions in which the Contractor works during the contract period.</p> <p>26. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:</p> <ul style="list-style-type: none"> <li>a. Placement of any media buys</li> <li>b. Implementation of any communication plan through media mechanisms.</li> </ul> <p>27. CDPHE will approve media plans within 15 business days of submission.</p> <p>28. The Contractor shall use existing, customizable media materials. Media materials are incorporated and made part of this contract by reference and are located on the following website: <a href="https://cdphe.pica9.com/cd/index/home">https://cdphe.pica9.com/cd/index/home</a></p> <p>29. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.</p> <p>30. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.</p>
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	<ol style="list-style-type: none"> <li>31. The Contractor shall communicate to all new tobacco program staff the requirement to participate in the <i>STEPP New Employee Orientation</i> training within three (3) to six (6) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: <a href="http://www.tobaccofreeco.org">http://www.tobaccofreeco.org</a></li> <li>32. The Contractor shall communicate to all new tobacco program staff the requirement to complete <i>Public Health 101</i> training within three (3) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: <a href="http://www.tobaccofreeco.org">http://www.tobaccofreeco.org</a>.</li> <li>33. The Contractor shall communicate to all new tobacco program staff the requirement to complete tobacco-specific training modules as identified by the STEPP Program Officer.</li> <li>34. The Contractor shall communicate to all new tobacco program staff the requirement to engaged in Strategy 1.1 of the CDPHE-provided local public health agency framework in addition to complete the <i>Responsible Tobacco Sales</i> module within six (6) months of hire. This module is incorporated and made part of this contract by reference and is available at the following website: <a href="https://www.tobaccofreeco.org">https://www.tobaccofreeco.org</a></li> <li>35. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually.</li> <li>36. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement.</li> <li>37. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request.</li> <li>38. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following:             <ol style="list-style-type: none"> <li>a. How the gift card inventory is tracked/maintained?</li> <li>b. Gift card storage/safeguards against theft</li> <li>c. The primary person responsible for securing/distribution of gift cards</li> <li>d. A gift card distribution log that records:                 <ol style="list-style-type: none"> <li>i. Each gift card number</li> <li>ii. Gift card dollar amount</li> <li>iii. Printed name of each gift card recipient</li> <li>iv. Signature of each gift card recipient</li> </ol> </li> </ol> </li> <li>39. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period.</li> <li>40. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at <a href="mailto:cdphe_stepp_pg@state.co.us">cdphe_stepp_pg@state.co.us</a></li> </ol>
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Decrease in tobacco use among priority populations through increased access to culturally-appropriate tobacco treatment services.</li> <li>2. Decrease in tobacco prevalence/initiation of tobacco use by youth/young adults through increased promotion of tobacco-free social norms such as school-based tobacco-free policies.</li> <li>3. Decrease in exposure to secondhand smoke/vapor through increase in community/place-based smoke-free/vapor-free policies.</li> <li>4. Decrease in number of tobacco-related diseases through increased implementation of evidence-based tobacco program interventions.</li> </ol>

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	<ol style="list-style-type: none"> <li>5. Documented progress toward primary activities based upon the implementation plan.</li> <li>6. Documented engagement of clinical/community partners in evidence-based tobacco control efforts.</li> <li>7. New community policy(ies) leading to the progress of overall programmatic goals identified in objectives above.</li> <li>8. Decrease in tobacco-use prevalence, especially among priority populations.</li> <li>9. Increase in use of tobacco treatment, particularly among priority populations.</li> <li>10. Increase in the number of place-based/school-based tobacco-free policies.</li> </ol>	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. CDPHE received the creation of the Tobacco-Focused Community Profile.</li> <li>2. CDPHE received the signed implementation plan that identifies strategies in which the Contractor will engage.</li> <li>3. CDPHE received Quarterly Progress Reports.</li> <li>4. CDPHE received Annual Reports.</li> <li>5. CDPHE receives data and measurement reported to the STEPP Evaluation Contractor.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit a Tobacco-Focused Community Profile.	No later than 10/31/2023
	2. The Contractor shall submit a draft implementation plan.	No later than 11/15/2023
	3. The Contractor shall submit a final signed implementation plan.	No later than 12/15/2023
	4. The Contractor shall submit an updated, signed annual implementation plan.	No later than 7/30, annually
	5. The Contractor shall submit quarterly progress report using the CDPHE-provided reporting tool.	No later than 10/15, 1/15, and 4/15 annually
	6. The Contractor shall submit an annual report using the CDPHE-provided reporting tool.	No later than 6/30, annually
	7. The Contractor shall submit a final project report using the CDPHE-approved reporting tool.	No later than the end of the contract period
	8. The Contractor shall submit language related to: <ol style="list-style-type: none"> <li>a. local tobacco ordinances</li> <li>b. local tobacco-related organizational policy</li> </ol>	No later than five (5) business days after publication

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Project Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at

set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the STEPP Project Officer 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.



Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data.	\$ 25.20	\$ 7.55	520.0	\$ 17,030.00
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation.	\$ 31.14	\$ 12.67	520.0	\$ 22,781.20
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Personal Services (including fringe benefits)</b>					<b>\$ 88,203.44</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of \$.04 per copy (\$12/mo) for project.	\$ 12.00	12.00	\$ 144.00	
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of \$24/quarter based on historical expenditures.	\$ 24.00	4.00	\$ 96.00	
Computers	Gunnison County charges \$3,000/year for a laptop. FTE is 1.125% , requesting \$3,090 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = \$257.50/ month x 12 months.	\$ 257.50	12.00	\$ 3,090.00	
Phone	Gunnison County charges \$35/month for a cell phone - 28% Cultural Community Educator (\$9.80/month), 25% Prevention Program Coordinator's time dedicated to project (\$8.75/month) - \$18.55/month in total.	\$ 18.55	12.00	\$ 222.60	
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at \$20/month based on historical expenditures.	\$ 20.00	12.00	\$ 240.00	

Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated \$15 per person with 25 attendees (\$15 x 25ppl = \$375) at a total of 2 meetings (\$750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. \$15 per person x 25 people x 2 meeting = \$750. Total is \$1,500.	\$ 15.00	100.00	\$ 1,500.00
Event Supplies	\$50 for event supplies (including flipchart paper, markers, signage) x 10 events, based on historical costs.	\$ 50.00	10.00	\$ 500.00
Event rental	Space rental, \$100/event x 4, based on historical costs.	\$ 100.00	4.00	\$ 400.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. \$25/event x 88 attendees for community engagement meetings/focus groups for attendees not compensated through employer.	\$ 25.00	88.00	\$ 2,200.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: \$.66/mile x 180 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 60 miles each.	\$ 0.66	180.00	\$ 118.80
Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ \$500 a year, 2 newspaper ads @ \$100/ad for community trainings = \$700. Additional social media or newspaper adds estimated at \$100/month x 12 months = \$1,200. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by STEPP for campaign, call-to-action, etc.	\$ 1,900.00	1.00	\$ 1,900.00
Registration Fees	Professional development conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy. 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. \$400 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator).	\$ 400.00	3.00	\$ 1,200.00
<b>Total Supplies &amp; Operating</b>				<b>\$ 11,611.40</b>

<b>Travel</b>				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	STEPP grantee conference (estimated at 500 miles), regional travel (estimated at 600 miles), Public Health Conference (estimated at 500 miles). Staff will be asked to travel to conferences together.	\$ 0.66	1600.00	\$ 1,048.00
Lodging	STEPP grantee conference, regional travel, Public Health Conference (will be allocated appropriately to this grant), lodging estimate of \$174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights.	\$ 174.00	12.00	\$ 2,088.00
Meals/Per Diem	STEPP grantee conference, regional travel, Public Health Conference per diem \$69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12.	\$ 69.00	12.00	\$ 828.00
Parking or Other Allowable Travel Expenses	STEPP grantee conference, regional travel, Public Health Conference parking or other allowable travel expense, estimated at \$20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator.	\$ 20.00	4.00	\$ 80.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Travel</b>				<b>\$ 4,044.00</b>
<b>Contractual</b>				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Delta County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: \$33,481 (.53 FTE) Supplies/Operating: \$3,680 Travel: \$1,886 Indirect (17.78%): \$5,953	\$ 45,000.00	1.0	\$ 45,000.00
Silver Thread Public Health District	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$76,279 Supplies/Operating: \$4,000 Travel: \$1,540 Indirect (10%) \$8,181	\$ 90,000.00	1.0	\$ 90,000.00

Ouray County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000, Travel \$1,000 Indirect (10%): \$4,000.	\$ 45,000.00	1.0	\$ 45,000.00
San Miguel County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000 Travel: \$1,000 Indirect (10%): \$4,000	\$ 45,000.00	1.0	\$ 45,000.00
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable.	\$ 387.00	1.0	\$ 387.00
Montrose County Local organization TBD	Subcontractor assists with community engagement related to completing a tobacco-focused community profile, development/implementation of regional implementation plan, completion of deliverables. Opportunity to be posted to Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable of increased community engagement.	\$ 500.00	1.0	\$ 500.00
				\$ -
<b>Total Contractual</b>				<b>\$ 225,887.00</b>
<b>SUB-TOTAL OF DIRECT COSTS</b>				<b>\$ 329,745.84</b>
<b>Indirect</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDPHE</b>		
De minimis Indirect Cost Rate	Gunnison County is opting to use the de minimis rate for this contract: 10% of Modified Total Direct Cost	\$ 20,214.16		
<b>Total Indirect</b>				<b>\$ 20,214.16</b>
<b>TOTAL</b>				<b>\$ 349,960.00</b>

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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**Agenda Item:** Modification of Grant or Agreement; Road Project A

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** USFS

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This agreement modification will increase the budget for work on Taylor River Road in Taylor Park by \$100,000. The cost to the County is additional staff time. The long term benefit is a better road surface and resiliency of bridges.

**Fiscal Impact:** +\$100,000

**Submitted by:** MARTIN SCHMIDT

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/29/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/28/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

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### MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 10

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 22-RO-11020400-040		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 001	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Gunnison Ranger District 216 N Colorado Street Gunnison, CO 81230			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gunnison Ranger District 216 N Colorado Street Gunnison, CO 81230		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Gunnison, County of 200 E Virginia AVE Gunnison, Colorado 81230-2248 United States			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

### 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$100,000.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update U.S. Forest Service Administrative Contact
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
See attached.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Provision Update & 2024 Operating Plan

### 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GUNNISON, COUNTY OF SIGNATURE		11.B. DATE SIGNED		11.C. U.S. FOREST SERVICE SIGNATURE		11.D. DATE SIGNED	
(Signature of Signatory Official)				(Signature of Signatory Official)			
11.E. NAME (type or print): JONATHAN HOUCK				11.F. NAME (type or print): DAYLE FUNKA			
11.G. TITLE (type or print): Chairperson				11.H. TITLE (type or print): District Ranger			

### 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:		12.B. DATE SIGNED	
<hr/> ALEX SPECHT U.S. Forest Service Grants & Agreements Specialist			



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

## Provision Update

The purpose of this modification is to add funding in the amount of \$100,000.00, update the USDA Forest Service payment address, and update the U.S. Forest Service Administrative Contact.

*This modification will reflect changes to the following provisions:*

**IV.B. PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$100,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's quarterly invoice. Each invoice from the Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
**4000 Masthead Street, NE**  
Albuquerque, NM 87109

### **V.A. PRINCIPAL CONTACTS.**

<b>U.S. Forest Service Administrative Contact</b>
Amy Sharp Grants Management Specialist 1617 Cole Boulevard, Building 17 Lakewood, CO 80401 Telephone: 720-689-7045 Email: <a href="mailto:amy.sharp@usda.gov">amy.sharp@usda.gov</a>

## Operating Plan

### I. GENERAL PROJECT DESCRIPTION:

The 2022 Project Agreement and 2024 Modification are a cooperation for National Forest System Roads (NFSR) 765, 742, and 267 reconstruction and surfacing project. These roads are known as the Taylor Park Road (742), Cumberland Pass Road (765), and Mirror Lake Road (267). Gunnison County will be supplying aggregate road base from the Murdie Pit for surfacing and spot placement along NFSR 765, 742, and 267. Supply of  $\frac{3}{4}$  inch aggregate road base includes crushing, hauling, spreading, and compacting in place. Funding will also be available for binder additives such as Earthbind or other alternatives to Magnesium Chloride (MgCl). Additionally, approximately 200 tons of asphalt will be furnished, spread, and compacted on the deck and approaches of the Willow Creek #1 Bridge on 765. The asphalt will be a hot mix using a laydown machine in 2" lifts unless otherwise agreed upon in the field. Lastly, funding will cover the purchase of concrete sealer to treat the outside edges of the bridge which will not be covered by the asphalt wearing surface.

### II. PROJECT LOCATION:

1. NFSR 742 Taylor Park Road
2. NFSR 765 Cumberland Pass/Tincup Road
3. NFSR 267 Mirror Lake/Tincup Pass Road
4. Murdie Gravel Pit
5. Willow #1 Bridge on NFSR 765

### III. THE COOPERATOR SHALL:

- A. Perform in accordance with this Operating Plan, attached Financial Plan, and original agreement.

### IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with this Operating Plan, attached Financial Plan, and original agreement.

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a)  Noncash	(b)  Cash to Cooperator	(c)  Noncash	(d)  In-Kind	
Direct Costs					
Salaries/Labor	\$1,925.00	\$0.00	\$45,984.00	\$0.00	\$47,909.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$40,128.00	\$0.00	\$40,128.00
Supplies/Materials	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
<b>Subtotal</b>	\$1,925.00	\$100,000.00	\$86,112.00	\$0.00	\$188,037.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$250.25				\$250.25
<b>Total</b>	\$2,175.25	\$100,000.00	\$86,112.00	\$0.00	\$188,287.25
<b>Total Project Value:</b>					\$188,287.25

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 54.27%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 45.73%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days		Total
Civil Engineering Tech		\$385.00	5.00		\$1,925.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$1,925.00</b>
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#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

##### Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
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**Printing**

Standard Calculation				
Item		# of Units	Cost/Unit	Total

**Non-Standard Calculation**

<b>Total Printing</b>				<b>\$0.00</b>
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**Other Expenses**

Standard Calculation				
Item		# of Units	Cost/Unit	Total

**Non-Standard Calculation**

<b>Total Other</b>				<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$1,925.00</b>
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**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
16.00%	\$1,925.00		\$308.00

<b>Total FS Overhead Costs</b>	<b>\$308.00</b>
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<b>TOTAL COST</b>	<b>\$2,233.00</b>
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## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Tons	Cost/Item	Total
3/4" Crushed Road Base	8000	\$6.50	\$52,000.00
Asphalt	50	\$250.00	\$12,500.00

##### Non-Standard Calculation

Crusher Mobilization	\$10,000.00	\$10,000.00
Binder Material	\$25,500.00	\$25,500.00
<b>Total Supplies/Materials</b>		<b>\$100,000.00</b>

**Printing**

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total

**Non-Standard Calculation**

<b>Total Printing</b>				<b>\$0.00</b>
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**Other Expenses**

Standard Calculation				
Item		# of Units	Cost/Unit	Total

**Non-Standard Calculation**

<b>Total Other</b>				<b>\$0.00</b>
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**Subtotal Direct Costs**

**\$100,000.00**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
-----------------------	-----------------------	--	--	-------

\$100,000.00

\$0.00

<b>Total Coop. Indirect Costs</b>				<b>\$0.00</b>
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**TOTAL COST**

**\$100,000.00**

## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days		Total
Operator	6	\$450.00	16.00		\$43,200.00
Foreman	1	\$174.00	16.00		\$2,784.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$45,984.00</b>
-----------------------------	--------------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
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#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
140 H Grader	1.00	\$560.00	16.00		\$8,960.00
Water Truck	1.00	\$385.00	16.00		\$6,160.00
Belly Dump	3.00	\$441.00	16.00		\$21,168.00
950 G Loader	1.00	\$240.00	16.00		\$3,840.00

<b>Total Equipment</b>	<b>\$40,128.00</b>
------------------------	--------------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

##### Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
---------------------------------	---------------

**Printing**

Standard Calculation					
Item		# of Units	Cost/Unit		Total

**Non-Standard Calculation**

<b>Total Printing</b>					<b>\$0.00</b>
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**Other Expenses**

Standard Calculation					
Item		# of Units	Cost/Unit		Total

**Non-Standard Calculation**

<b>Total Other</b>					<b>\$0.00</b>
--------------------	--	--	--	--	---------------

<b>Subtotal Direct Costs</b>	<b>\$86,112.00</b>
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**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
	\$86,112.00			\$0.00
<b>Total Coop. Indirect Costs</b>				<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$86,112.00</b>
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FS Agreement No. 22-RO-11020400-040

Cooperator Agreement No. \_\_\_\_\_

**ROAD PROJECT AGREEMENT**  
**Between**  
**GUNNISON COUNTY OF**  
**And The**  
**USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON**  
**NATIONAL FORESTS, GUNNISON RANGER DISTRICT**

This Project Agreement (agreement) is hereby made and entered into by and between Gunnison County of, hereinafter referred to as "County," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #22-RO-11020400-019, executed between the parties on April 6, 2022.

Project Title: Taylor Canyon National Forest System Road 742 Reconstruction and Surfacing.

**I. BACKGROUND:**

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 6, 2022. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

## II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation for the **NFSR 765 and 742 reconstruction and surfacing project**. Gunnison County will be supplying aggregate road base from the Murdie Pit for surfacing and spot placement along NFSR 765 and 742. Supply of ¾ inch aggregate road base includes crushing, hauling, spreading and compacting in place. Additionally, approximately 160 tons of asphalt will be furnished, spread, and compacted on the deck and approaches of the Willow Creek #1 Bridge on 765. The asphalt will be a hot mix using a laydown machine in 2" lifts unless otherwise agreed upon in the field. The work is as described in the hereby incorporated financial plan, attached as Exhibit A.

## III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed **\$80,000.00**

## IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$80,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of County's quartley invoice. Each invoice from County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) County's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

FAX: 877-687-4894



Send a copy to:  
Garth Gantt  
Gunnison Ranger District  
216 North Colorado Street  
Gunnison, CO 81230

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

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

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Sparky Casebolt III Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbie Ferchau Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: dferchau@gunnisoncounty.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-642-4432 FAX: 970-642-4425 Email: ggantt@fs.fed.us	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.



Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).



K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

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

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

  
 \_\_\_\_\_  
 JONATHAN HOUCK, Chairperson  
 Gunnison County Board of County Commissioners

9-06-2022  
Date

 Digitally signed by CHAD STEWART  
 Date: 2022.09.09 15:19:07 -06'00'

\_\_\_\_\_

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

Date

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

**Merna Fehlmann** Digitally signed by Merna Fehlmann  
 Date: 2022.05.25 08:27:20 -06'00'

\_\_\_\_\_

Merna Fehlmann  
 U.S. Forest Service Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a)  Noncash	(b)  Cash to Cooperator	(c)  Noncash	(d)  In-Kind	
Direct Costs					
Salaries/Labor	\$1,925.00	\$0.00	\$45,984.00	\$0.00	\$47,909.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$40,128.00	\$0.00	\$40,128.00
Supplies/Materials	\$0.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
<b>Subtotal</b>	\$1,925.00	\$80,000.00	\$86,112.00	\$0.00	\$168,037.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$250.25				\$250.25
<b>Total</b>	\$2,175.25	\$80,000.00	\$86,112.00	\$0.00	\$168,287.25
<b>Total Project Value:</b>					\$168,287.25

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 48.83%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 51.17%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Garth Gantt	\$385.00	5.00	\$1,925.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

##### Non-Standard Calculation

**Total Salaries/Labor**

**\$1,925.00**

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

**Total Travel**

**\$0.00**

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

<b>Total Equipment</b>		<b>\$0.00</b>
------------------------	--	---------------

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Supplies/Materials</b>		<b>\$0.00</b>
---------------------------------	--	---------------

<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Printing</b>		<b>\$0.00</b>
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<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Other</b>		<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$1,925.00</b>
------------------------------	-------------------

<b>Forest Service Overhead Costs</b>				
Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	\$1,925.00			\$250.25
<b>Total FS Overhead Costs</b>				<b>\$250.25</b>

<b>TOTAL COST</b>	<b>\$2,175.25</b>
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## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

\$0.00  
\$0.00

**Non-Standard Calculation**

**Total Equipment** **\$0.00**

**Supplies/Materials**

**Standard Calculation**

Supplies/Materials		# of tons	Cost/Item	Total
3/4" Crushed Road Base	CMRD/SRR Fu	6000.00	\$10.00	\$60,000.00
Asphalt	CMRD Funds	160.00	\$125.00	\$20,000.00
				\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$80,000.00**

**Printing**

**Standard Calculation**

Paper Material		# of Units	Cost/Unit	Total
				\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

**Other Expenses**

**Standard Calculation**

Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Non-Standard Calculation**

**Total Other** **\$0.00**

**Subtotal Direct Costs** **\$80,000.00**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
	\$80,000.00		\$0.00

**Total Coop. Indirect Costs** **\$0.00**

**TOTAL COST** **\$80,000.00**

## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days		Total
Operator	6	\$450.00	16.00		\$43,200.00
Foreman	1	\$174.00	16.00		\$2,784.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

#### Total Salaries/Labor

**\$45,984.00**

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

#### Total Travel

**\$0.00**

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
140 H Grader	1.00	\$560.00	16.00		\$8,960.00
Water Truck	1.00	\$385.00	16.00		\$6,160.00
Belly Dump	3.00	\$441.00	16.00		\$21,168.00
950 G Loader	1.00	\$240.00	16.00		\$3,840.00
					\$0.00
					\$0.00

<b>Total Equipment</b>						<b>\$40,128.00</b>
------------------------	--	--	--	--	--	--------------------

**Supplies/Materials**

<b>Standard Calculation</b>						
Supplies/Materials		# of Items	Cost/Item		Total	
						\$0.00
						\$0.00
						\$0.00
						\$0.00

<b>Non-Standard Calculation</b>						
---------------------------------	--	--	--	--	--	--

<b>Total Supplies/Materials</b>						<b>\$0.00</b>
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**Printing**

<b>Standard Calculation</b>						
Paper Material		# of Units	Cost/Unit		Total	
						\$0.00

<b>Non-Standard Calculation</b>						
						\$0.00

<b>Total Printing</b>						<b>\$0.00</b>
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**Other Expenses**

<b>Standard Calculation</b>						
Item		# of Units	Cost/Unit		Total	
						\$0.00
						\$0.00
						\$0.00
						\$0.00

<b>Non-Standard Calculation</b>						
---------------------------------	--	--	--	--	--	--

<b>Total Other</b>						<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>						<b>\$86,112.00</b>
------------------------------	--	--	--	--	--	--------------------

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total	
	\$86,112.00				\$0.00
<b>Total Coop. Indirect Costs</b>					<b>\$0.00</b>

<b>TOTAL COST</b>						<b>\$86,112.00</b>
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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Intergovernmental Agreement; Colorado Department o

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Colorado DHSEM and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Cost share agreement for the Hwy 50 Bridge closure.

**Fiscal Impact:** 10% of County Road related costs

**Submitted by:** Scott Morrill

**Submitter's Email Address:** smorrill@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/4/2024

# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## COVER PAGE

<b>State Agency</b> Colorado Department of Public Safety - DHSEM	<b>Contract Number</b> CT RFAA 2024*4153		
<b>Contractor</b> Gunnison County	<b>Contract Performance Beginning Date</b> April 23, 2024		
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2024                      \$500,000.00 Extension Terms State Fiscal Year 2025                      \$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              \$500,000.00	<b>Initial Contract Expiration Date</b> June 30, 2025  <b>Contract Authority</b> Authority to enter into this Contract exists in CRS 24-33.5-705.4 and funds have been budgeted, appropriated and otherwise made available.		
<b>Contract Purpose</b> To reimburse Gunnison County for costs incurred in response to US 50 Blue Mesa Reservoir Middle Bridge closure.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work and Pricing</li> <li>2. Exhibit B – Sample Option Letter</li> <li>3. Exhibit C – PII Certification</li> <li>4. Exhibit D – HIPAA BAA</li> </ol> <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit D, HIPAA BAA</li> <li>2. Colorado Special Provisions in §18 of the main body of this Contract.</li> <li>3. The provisions of the other sections of the main body of this Contract.</li> <li>4. Exhibit A, Statement of Work.</li> <li>5. Exhibit C-PII Certification</li> <li>6. Exhibit B, Sample Option Letter.</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                     For the State:                      Paul Moreno                      Department of Public Safety                      9195 E Mineral Ave.                      Suite 200                      Centennial, CO 80112                      Paul.Moreno@state.co.us                 </td> <td style="width: 50%; vertical-align: top;">                     For Contractor:                      Matthew Birnie, County Manager                      Gunnison County                      200 E Virginia Avenue                      Gunnison, CO 81230                      970-641-0248                      mbirnie@gunnisoncounty.org                 </td> </tr> </table>		For the State: Paul Moreno Department of Public Safety 9195 E Mineral Ave. Suite 200 Centennial, CO 80112 Paul.Moreno@state.co.us	For Contractor: Matthew Birnie, County Manager Gunnison County 200 E Virginia Avenue Gunnison, CO 81230 970-641-0248 mbirnie@gunnisoncounty.org
For the State: Paul Moreno Department of Public Safety 9195 E Mineral Ave. Suite 200 Centennial, CO 80112 Paul.Moreno@state.co.us	For Contractor: Matthew Birnie, County Manager Gunnison County 200 E Virginia Avenue Gunnison, CO 81230 970-641-0248 mbirnie@gunnisoncounty.org		

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>CONTRACTOR</b> Gunnison County</p> <hr/> <p style="text-align: center;">By: Matthew Birnie, County Manager</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <hr/> <p style="text-align: center;">By: Kevin Klein, DHSEM Director</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <hr/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Tanya Olsen, Controller</p> <p style="text-align: center;">Effective Date: _____</p>	

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### 1. PARTIES

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

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

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

#### C. Extension Terms - State’s Option

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

Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. “**End of Term Extension**” means the time period defined in §2.D.
- H. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. “**Extension Term**” means the time period defined in §2.C.
- K. “**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.
- L. “**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.”
- M. “**Initial Term**” means the time period defined in §2.B.
- N. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.

- O. “**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. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- P. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- Q. “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- X. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work

Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

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

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### **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 A.
- 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.

## 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 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 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. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit \_\_ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to 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 noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

### 13. 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, 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.

## **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. 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.

**17. 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 §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims,

damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless 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 Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**18. 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), C.R.S.; 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.

## EXHIBIT A – STATEMENT OF WORK

### I. OVERVIEW

A. Gunnison County is the lead agency within its jurisdiction for the response and recovery related to the Highway 50 bridge closure in Gunnison County Colorado. A verbal order on April 23, 2024 activated the State Emergency Operations Center and Executive Order D2024 006 formally authorized the use of the Disaster Emergency Funds (DEF). This executive order outlines the directive for Gunnison County to allocate funding to appropriate government agencies and nonprofit organizations to execute awards, purchase orders, reimbursements, or other mechanisms to support the incident in Gunnison County. If Gunnison County requires reimbursement for any mobilization of resources, including the purchase of any goods or services, Gunnison County agrees to the following:

#### 1. Resource Request Process

a) All requests for reimbursement are required to have an approved WebEOC 213RR (Resources Request). Local level WebEOC 213RR (Resource Request) must be approved by the Field Incident Coordination Officer (FICO) to seek reimbursement.

#### 2. Reimbursement Process

a) Gunnison County must provide a copy of and follow their own organizational policies for the procurement of all resources/services.

b) Gunnison County will initially pay for required and approved resources and then seek reimbursement from the state.

c) Reimbursement packages must be submitted to the state for reimbursement within 60 days after the completion of the 213RR resource mission.

d) All reimbursement submissions must utilize the **Reimbursement Workbook: Resources Deployed within Colorado** file to outline costs expended that are eligible for reimbursement. Relevant supporting documentation must accompany the workbook and can include, but not limited to, approved 213RR, quotes, invoices, contracts, timesheets, payroll records, local policies, maps, proof of payments, etc.

e) The established cost share of 90% State and 10% Gunnison County will be applied to all resource costs (i.e. personnel, goods/services, travel).

(1) Eligible personnel costs are overtime work directly related to the incident.

(2) Equipment costs directly related to incident support are eligible.

(3) All state and local taxes must be excluded from the reimbursement request.

f) Gunnison County will provide any relevant documentation requested by the DHSEM to ensure no duplication of benefits with other funding sources.

3. Cost Share

a) DHSEM agrees to reimburse Gunnison County 90% of eligible costs.

b) Gunnison County agrees to provide funds for the remaining 10%.

c) In-kind match may be considered as part of the 10% cost share of the County.

d) Anticipated costs; \$500,000.00

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> 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	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option <hr/> <b>Contract Performance Beginning Date</b> Month Day, Year <hr/> <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: auto; margin-right: auto;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>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.</p> <p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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**EXHIBIT C-PII CERTIFICATION**

**STATE OF COLORADO  
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO  
PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D - 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.**
  - i. **To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.**

- ii. **Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:**
    - A. **the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;**
    - B. **the person notifies Business Associate of any Breach involving PHI of which it is aware.**
  - iii. **Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.**
- 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.**

**m. 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.**

**n. 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.**

- o. 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.**
- p. 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.**
- q. 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.**
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of**

**this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.**

**4. Obligations of Covered Entity**

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.**
- b. Notice of Changes.**
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.**
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.**

**5. Termination**

- a. Breach.**
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.**
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.**
- b. Effect of Termination.**
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.**
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.**
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.**

## 6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. Amendment

- a. **Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.**
  - i. **In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.**
  - ii. **Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.**
  - iii. **Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.**
  - iv. **Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:**

**A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or**

**B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.**

**b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.**

#### **11. Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

#### **12. Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

#### **13. Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is 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:** Letter of Support; Cimarron Valley & River Watersh

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Letter of Support; Colorado River District Community Funding Partnership

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 5/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/30/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 6/4/2024

## The Big Blue Ditch Company

The Big Blue ditch irrigates pastureland and some hay meadows on the east side of the little Cimarron Valley. It also irrigates lands that are located north of Hwy. 50 on Blue Mesa.

The diversion point for the Big Blue ditch is approximately 3.4 miles South of Hwy. 50 on Blue Creek.

The Big Blue ditch does not at this time have a defined structure to divert the water out of blue Creek and it is very hard to control the flow and they cannot shut the flow off in the wintertime.

The purpose of this project is to design and install a good diversion on Blue Creek to divert the water into the blue ditch and to pipe the 1st 500 feet of the ditch which is at the foot of a very unstable landslide.

This entire project has been broken into several phases with the first one being the diversion and piping the 1st 500 feet of ditch. This is the most critical point on the ditch.

The ditch has nine shareholders and 64 1/2 shares they divert about 40 to 50 CFS at the current time however they hold decrees for 66 cfs. Of the 66 cfs 23.40 cfs are pre-compact.

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## MEMORANDUM

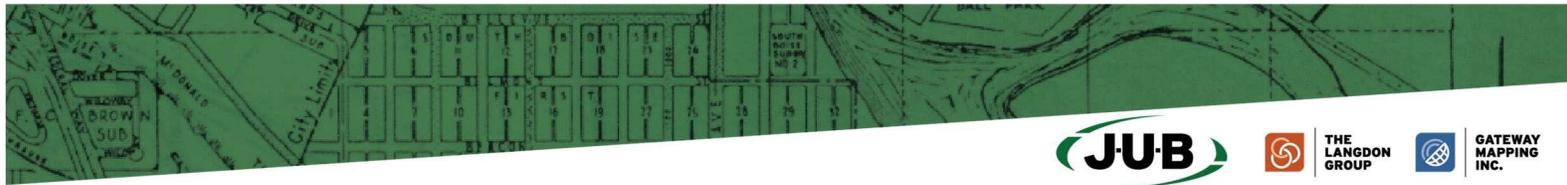
DATE: March 15, 2023  
TO: Allen Distel, CRWVC; Aaron Brack, Big Blue Ditch Company  
CC: Ian Rogers, PE; Big Blue Ditch Company Board  
FROM: Nick Emmendorfer, PE  
SUBJECT: Sediment Loading From Big Blue Ditch Breaches

---

The Big Blue Ditch (BBD) is the most significant diverter of water from Big Blue Creek with water rights totaling 66 cfs. Once water is diverted from the creek, the ditch traverses along the steep hillsides of the Big Blue Drainage on its way to irrigate over 1900 acres of hay and pasture. Recent hillside slides and breaches of the canal have been the impetus for the Big Blue Ditch Company (Ditch Company) to pipe the upper reaches of the ditch where the risk of slides is high. Figure 1 shows a recent slide beneath BBD, referred to in this memo as Slide 2.



**Figure 1.** Photo of Recent Slide Beneath the Big Blue Ditch (Slide 2)



Numerous benefits are believed to be attainable through a piping project, aside from the water security provided to the Ditch Company. Among these benefits is the reduction of sediment yield in the major reservoir at the outlet of the drainage, Morrow Point Reservoir. Morrow Point Reservoir is part of the Aspinall Unit which also includes Blue Mesa Reservoir and Crystal Reservoir. The Aspinall Unit is a result of the U.S. Bureau of Reclamation’s Colorado River Storage Project (CRSP).

### Slide Frequency

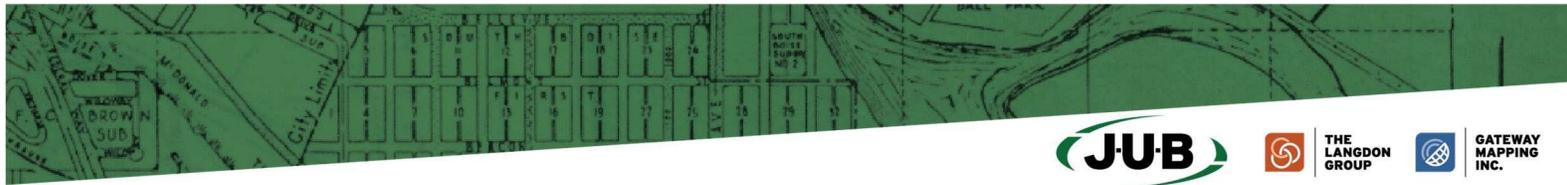
Determining slide frequency is critical to estimate the annual sediment yield caused by the BBD. Initial interviews with the Ditch Company were conducted to determine breach frequency. The Ditch Company indicated that three events have occurred since the 1990s in the upper reaches of the Big Blue Ditch. One slide was near the headgate (from the slope above the ditch), while the other two occurred between 0.3 and 0.4 miles downstream (and occurred beneath the ditch as breaches). For consistency in this memorandum, the breaches shall be referred to as Slide 1, 2, and 3 and are referenced from upstream to downstream.

Historic satellite imagery on Google Earth can provide approximate dates of slides. The dates of Google Earth imagery are sporadic and can be infrequent during certain periods, making dates very approximate. Table 1, below, provides dates for the most recent pre-slide and oldest post-slide images. The most recent pre-slide image was assumed to be the date of the slide for conservative estimation of slide frequency.

**Table 1.** Estimated Elapsed Time Since Slide

Event	Most Recent Pre-Slide Image Date	Oldest Post-Slide Image Date	Estimated Date of Slide (Month Year)	Elapsed Time Since Event (years)
Slide 1	Jun-12	May-13	Jun-12	10.8
Slide 2	Aug-06	Oct-11	Aug-06	16.6
Slide 3	Jun-14	Oct-15	Jun-14	8.8

Piping of the ditch will not prevent slides from above the ditch (i.e. events such as Slide 1). It should, however, limit soil saturation below the ditch and prevent breaches such as Slides 2 and 3. As shown in Table 1, it has been approximately 16.6 years since Slide 2, and 8.8 years since Slide 3. Satellite imagery on Google Earth is available beginning in 1989; no additional slides are noted during this period. This suggests that slides have been occurring on average every 17



years (two slides in a 34-year period). The annual probability of a breach, therefore, is approximately 5.9%.

Note that this analysis excludes time before 1989 and assumes that slides occurred at a similar frequency before 1989. Imagery suggests that additional slides may have occurred prior to this date. Figure 2 is an example of what may have been a previous slide.



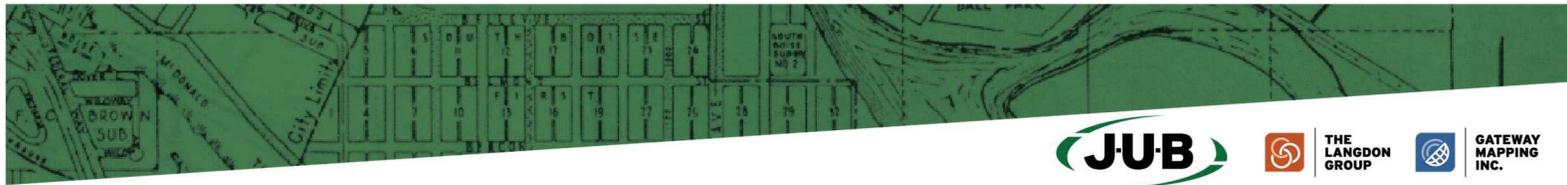
**Figure 2.** Area of Potential Pre-1989 Slide

### Sediment Yield Per Slide

Sediment yield per slide (for breaches only) was estimated by taking coarse estimates of scar depth from site visits, along with measurements from satellite imagery of scar width and length. It is assumed that the shape of displaced earth is a wedge, as the scars appeared deeper at the tops of the slides than at the bottoms. Table 2 provides estimates on the amount of sediment displaced by Slides 2 and 3 while Figure 3 illustrates the assumed shape of the volume displaced by historic slides.

**Table 2.** Assumed Volume of Slides

Event	Estimated Slide Dimensions (ft)				
	Height 1	Height 2	Length	Width	Volume (CY)
Slide 2	12	3	300	83	6916.7
Slide 3	10	2.5	310	62	4449.1



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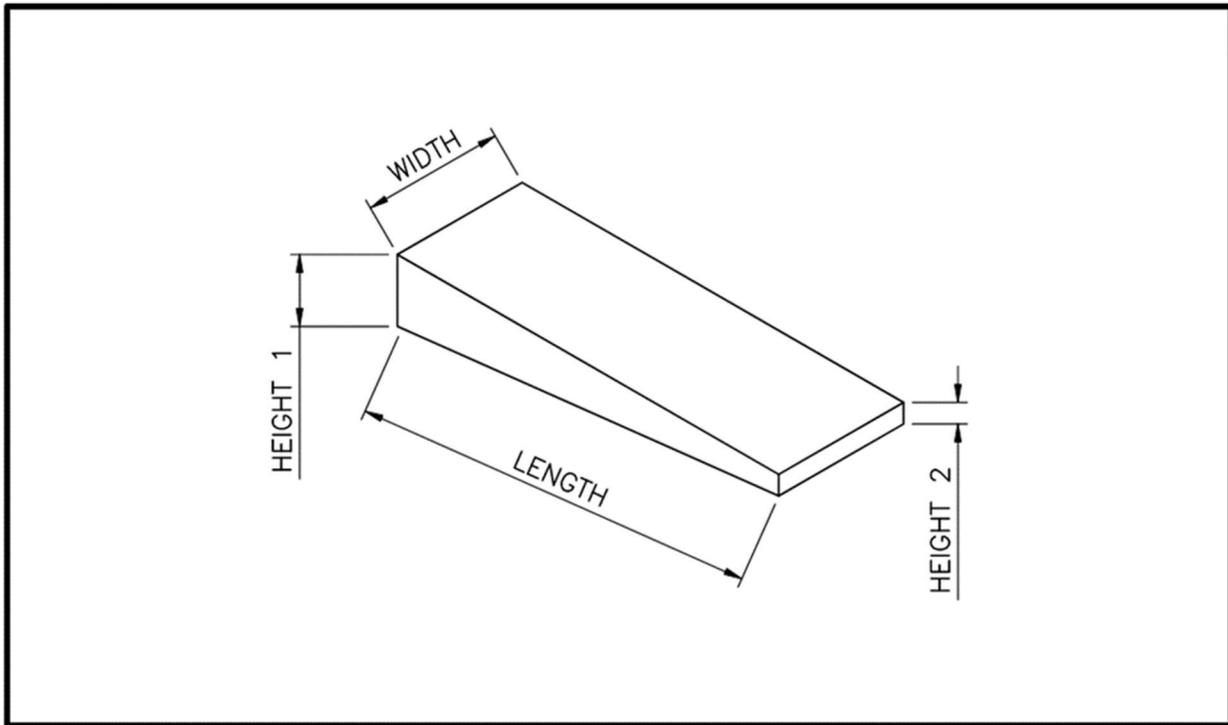


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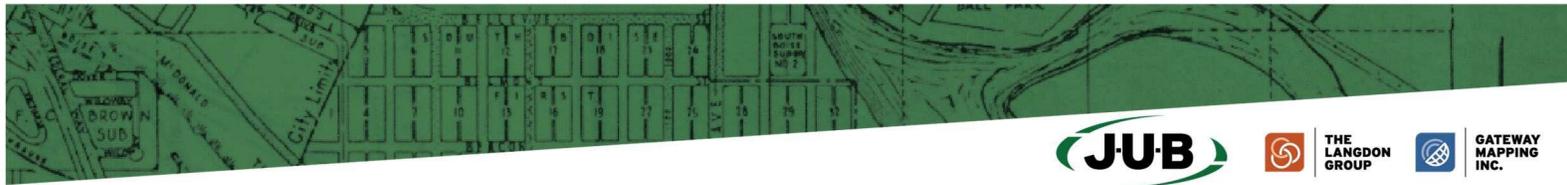
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**Figure 3.** Assumed Shape of Volume Displaced in Slides

### Additional Annual Sediment Yield

In terms of drainage basins, sediment yield is the volume of sediment eroded from a basin and transported to the basin outlet. The sediment yield of the Big Blue Creek drainage is unknown, and the influence by BBD during most seasons is likely limited. This memo, however, assumes that sediment yield due to slide events below the BBD is a direct result of the seepage from the ditch. With this reasoning, during years with slide events, BBD likely has a large impact toward the sediment yield of the drainage. The sediment yield directly resulting from BBD can be thought of as “additional” sediment yield for the Big Blue Creek drainage.



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Annualizing the additional sediment yield from the Big Blue Ditch is a way to understand and compare the yield of BBD to other sources while accounting for the magnitude and probability of slide events. One way to calculate annual sediment yield is to multiply the annual probability of a slide event with the average slide magnitude. Based on Slide 2 and Slide 3 (the two slides that are a direct result of BBD), the average magnitude of additional sediment yield per slide is 5682.9 cubic yards. Multiplying this by probability of a slide indicates that **the Additional Annual Sediment Yield due to BBD slides is 334.3 CY/year.**

## Conclusions

Sediment loading from the Big Blue Ditch does not appear to be a chronic issue for Big Blue Creek or for the downstream reservoir (Morrow Point Reservoir) as breaches occur relatively infrequently. The annual additional sediment yield potentially caused by BBD, however, results in some increased sediment in Morrow Point Reservoir. Given the numerous drainages flowing into the Aspinall Unit, sedimentation could eventually become problematic. Reduction of unnatural sources (such as those caused by irrigation) may ultimately become important in preserving the storage of the Aspinall Unit.

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DATE: July 2022  
TO:  
CC:  
FROM: Ian Rogers, P.E.  
SUBJECT: Big Blue Ditch – Water Loss Study

---

This memorandum is intended to describe the water loss study conducted on Big Blue Ditch on June 29, 2022. This memo details the field measurement methods, calculations, and assumptions made in order to quantify the rate of water loss in the Big Blue Ditch.

### **Current Conditions and Study Locations**

The Big Blue Ditch (the Ditch) is diverted from Big Blue Creek. Flow is measured in a 72" Parshall Flume 2,800 feet downstream of the diversion point. From the point of diversion, the Big Blue Ditch flows generally northward for 3.4 miles before nearly intersecting Highway 50 and then flowing in a generally westward direction.

On June 29, 2022, J-U-B personnel conducted in-ditch flow measurements at seven points: BBD1, BBD2, BBD3, BBD4, BBD5, BBD6, and BBD7. Some seeps and areas of visible water loss were noted and measured for flowrates. Water loss study segments were chosen between stations with notable seepage and intermediate station data was recorded, but not utilized in the final calculations. No turnouts occurred over the length of the water loss study and therefore all decreases in flow rates were due to seepage and evaporative losses. Figure 1 shows the approximate locations of the flow measurement points and the entire alignment of the Big Blue Ditch.

### **Ditch Flow Measurement Procedure**

Discharge at the three measurement points within the Ditch was computed using the velocity-area method. The velocity-area method calculates discharge as the product of area and velocity within subsections of the cross section. The total discharge of the Ditch at each cross section is

then computed by summing the discharges of all subsections. The velocity-area method can be expressed by Equation 1:

$$Q = \sum_{i=1}^n A_i v_i \quad (\text{Eq. 1})$$

where  $Q$  = total discharge at cross section (cubic feet per second)

$A$  = cross section area, for the  $i$ th segment of the  $n$  segments into which the cross section is divided (square feet)

$v$  = the corresponding mean velocity of the flow normal to the  $i$ th segment (feet per second)

J-U-B personnel used a Hach FH950 Portable Velocity Meter and Data Logger with an electromagnetic velocity sensor to measure velocity and a USGS top setting wading rod to measure depth. At each of the three flow measurement locations, care was taken to select appropriate cross sections described in detail by Turnipseed and Sauer (2010). Once an appropriate cross section was selected, a tape measure was anchored in place on either bank, perpendicular to flow. Starting from the left bank, the depth was measured using the wading rod and entered the velocity meter. Velocity was then measured and recorded at 0.6 depth at each station. A minimum of 20 stations were recorded in each profile of the Ditch. The results of the flow measurement at each station is summarized below in Table 1.

**Table 1: Big Blue Ditch Flowrates**

Name	Location		Distance from Ditch Start (ft)	Flow Rate (ft <sup>3</sup> /s)
	Latitude	Longitude		
BBD1	38° 20' 48.88" N	107° 25' 16.54" W	500	27.32
BBD3	38° 21' 23.51" N	107° 25' 20.45" W	5,255	26.88
BBD5	38° 22' 0.462" N	107° 25' 19.48" W	9,605	24.78
BBD7	38° 22' 3.75" N	107° 25' 22.95" W	10,165	24.07

## Evaporative Losses

Due to the large total surface area of the Big Blue Ditch, evaporative losses were approximated using a method described by Jensen (2010). This method relates evaporation in shallow water

bodies to local crop evapotranspiration data. Evaporative losses from the Ditch were estimated using Equation 2:

$$E = ET_{ref} \times K_W \quad (Eq. 2)$$

Where  $E$  = Evaporative loss from a water body (in/day)

$ET_{ref}$  = Reference crop evapotranspiration (in/day)

$K_W$  = 1.1, coefficient relating evaporation in shallow water bodies to reference crop evapotranspiration (unitless).

The reference evapotranspiration rate ( $ET_{ref}$ ) was approximated by averaging the daily  $ET_{ref}$  values from the Colorado State University's CoAgMET database during the 2021 irrigation season (4/15/2021-10/15/2021) at the Gunnison Station. The average  $ET_{ref}$  for that period was 0.201 in./day, which multiplied by  $K_W$  yielded an evaporative loss rate  $E$  0.221 in./day (0.018 ft./day). The total surface evaporation rate for each segment of Ditch between the four measurement points was approximated by the product of evaporative loss rate  $E$  and the total surface area of the segment. Table 2 summarizes the evaporation loss calculations in the Ditch within the study area.

**Table 2: Evaporation Loss Calculations**

Study Segment	Start Station	End Station	Distance (ft)	Average Width (ft)	Total Area (ft <sup>2</sup> )	Evaporative Loss (ft/day)	Total Surface Evaporation Rate (ft <sup>3</sup> /s)
Segment 1	BBD1	BBD3	4,755	14.73	70,057	0.018	0.015
Segment 2	BBD3	BBD5	4,350	12.5	54,375	0.018	0.011
Segment 3	BBD5	BBD7	3,280	12.73	41,765	0.018	0.008

### Seepage Loss Calculations

Seepage loss in the Ditch is considered any difference in flows between two measurement points that is not accounted for in evaporation. Losses were assumed to be seeps through either the earthen embankment or through adjacent bedrock. Several active seeps were observed within the study area. The largest of which was near the BBD2 station. Water was observed

trickling out of the toe of the Ditch embankment. Seepage water losses within each segment can be expressed by equation 3:

$$Q_s = (Q_{in} - Q_{out}) - E \tag{Eq. 3}$$

Where:  $Q_s$  = Total seepage water loss rate within segment (ft<sup>3</sup>/s)

$Q_{in}$  = Flow at upstream measurement point within segment (ft<sup>3</sup>/s)

$Q_{out}$  = Flow at downstream measurement point within segment (ft<sup>3</sup>/s)

$E$  = Total surface evaporation rate within segment (ft<sup>3</sup>/s)

Table 3 summarizes the calculated seepage water losses in the Ditch.

Study Segment	Segment Length (ft)	Start Station	Flow at Start (ft <sup>3</sup> /s)	End Station	Flow at End (ft <sup>3</sup> /s)	E (ft <sup>3</sup> /s)	Q <sub>s</sub> (ft <sup>3</sup> /s)
Segment 1	4,755	BBD1	27.32	BBD3	26.88	0.015	0.43
Segment 2	4,350	BBD3	26.88	BBD5	24.78	0.012	2.09
Segment 3	580	BBD5	24.78	BBD7	24.07	0.002	0.71
Study Area	9,685	BBD1	27.32	BBD7	24.07	0.028	3.23

### Total Losses in Big Blue Ditch

The total losses in the Ditch are sum of the evaporative losses and the seepage losses (E + Q<sub>s</sub>). The losses would be considered water savings if the ditch were piped. The annual water savings are calculated by multiplying the total losses in the ditch by the duration of the irrigation season (184 days). Table 4 shows the total water savings if the Ditch were piped.



J·U·B ENGINEERS, INC.



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

**Table 4: Annual Water Savings**

Study Segment	E + Q <sub>s</sub> (ft <sup>3</sup> /s)	Water Savings (ac-ft)	
		Daily	Annual
Segment 1	0.44	0.87	161
Segment 2	2.10	4.17	766
Segment 3	0.71	1.41	259
Study Area	3.25	6.45	1186

**Enclosed:**

- Study area site map (Attachment 1)
- Flow measurement field data (Attachment 2)

**References:**

Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p. (Also available at <https://pubs.usgs.gov/tm/tm3-a8/>.)

Jensen, M.E., 2010, Estimating Evaporation from Water Surfaces. Paper Presented at the CSU/ARS Evapotranspiration Workshop, Fort Collins, CO, 15-Mar-2010. Retrieved from [Microsoft Word - Estimating Evaporation from Water Surfaces.docx \(colostate.edu\)](#)

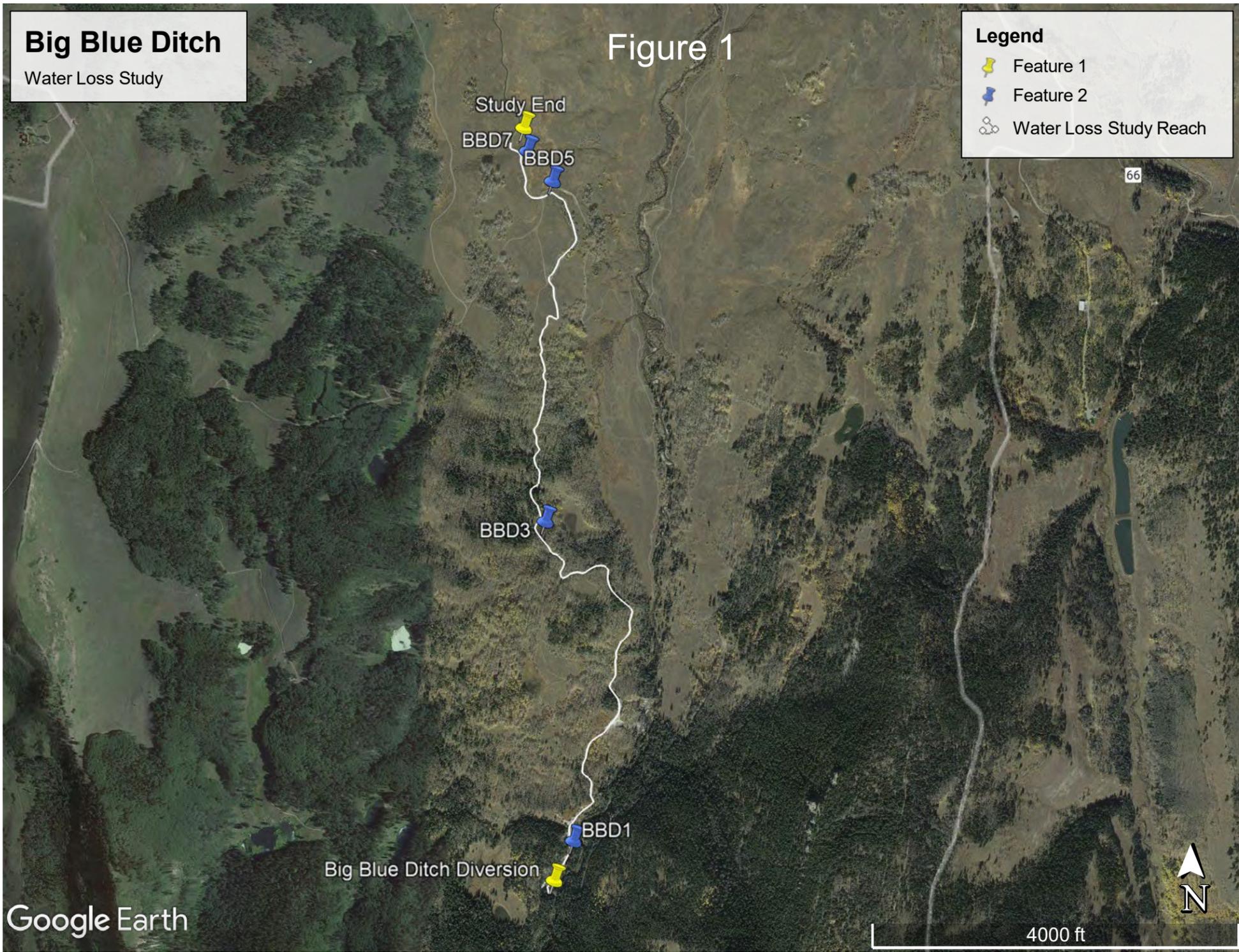
# Big Blue Ditch

Water Loss Study

## Figure 1

### Legend

- Feature 1
- Feature 2
- Water Loss Study Reach



Google Earth







Profile Name: BBD3

Operator Name: IAN

14:14:09 06.29.2022

Measurement Results:

Time	Station	Location (ft)	Method	Depth (ft)	Edge Factor	Surface (ft/s)	0.2 (ft/s)	0.4 (ft/s)	0.6 (ft/s)	0.8 (ft/s)	Bed (ft/s)	Average Velocity (ft/s)	Area (ft^2)	Flow (ft^3/s)
	1	12.9	0 point	0 -		0	0	0	0	0	0	0	0	0
	2	12	1 point	0.8 -		0	0	0	1.1	0	0	1.1	0.56	0.62
Stage Reference: 0.00 ft	3	11.5	1 point	0.85 -		0	0	0	1.3	0	0	1.3	0.42	0.55
	4	11	1 point	0.95 -		0	0	0	1.46	0	0	1.46	0.47	0.69
Model: FH950	5	10.5	1 point	1.1 -		0	0	0	1.92	0	0	1.92	0.55	1.06
s/n: 191091004316	6	10	1 point	1.19 -		0	0	0	2.03	0	0	2.03	0.59	1.21
Boot: v1.00	7	9.5	1 point	1.2 -		0	0	0	2.05	0	0	2.05	0.6	1.23
Application: v1.06	8	9	1 point	1.15 -		0	0	0	2.12	0	0	2.12	0.57	1.22
	9	8.5	1 point	1.1 -		0	0	0	2.35	0	0	2.35	0.55	1.29
Sensor Type: Velocity Only	10	8	1 point	1.28 -		0	0	0	1.88	0	0	1.88	0.64	1.2
s/n: 191000338867	11	7.5	1 point	1.3 -		0	0	0	2.28	0	0	2.28	0.65	1.48
Boot: v1.00	12	7	1 point	1.38 -		0	0	0	2.19	0	0	2.19	0.69	1.51
Application: v1.02	13	6.5	1 point	1.4 -		0	0	0	2.47	0	0	2.47	0.7	1.73
	14	6	1 point	1.52 -		0	0	0	2.4	0	0	2.4	0.76	1.83
Filter: FPA Parameter: 10 s	15	5.5	1 point	1.4 -		0	0	0	2.33	0	0	2.33	0.7	1.63
Pre-filter: On Rank: 5	16	5	1 point	1.48 -		0	0	0	2.13	0	0	2.13	0.74	1.58
EML: 60Hz.	17	4.5	1 point	1.52 -		0	0	0	2.05	0	0	2.05	0.76	1.56
	18	4	1 point	1.4 -		0	0	0	1.96	0	0	1.96	0.7	1.37
Station Entry: Non-fixed	19	3.5	1 point	1.3 -		0	0	0	1.65	0	0	1.65	0.65	1.07
Flow Calculation: Mid-section	20	3	1 point	1.22 -		0	0	0	1.61	0	0	1.61	0.91	1.47
Start Edge: Right edge water	21	2	1 point	0.84 -		0	0	0	0.05	0	0	0.05	0.67	0.03
# of Stations: 22	22	1.4	0 point	0 -		0	0	0	0	0	0	0	0	0

Stream Width: 11.50 ft

Total Discharge: 24.34 ft^3/s

Total Area: 12.91 ft^2

Mean Depth: 1.12 ft







**Cimarron Valley & River Watershed Coalition**  
Big Blue Ditch Diversion Rehabilitation and Piping Project - Phase 1

CFP Grant

ID: R-202491  
Program Lead:

Amount Requested: \$122,451.00

15 min call complete: Yes

Status

Edits Requested

▼ Table of Contents

[Organization Information](#)  
[Application Information](#)  
[Documents](#)

▼ Organization Information

**Organization:** Cimarron Valley & River Watershed Coalition  
**Primary Contact:** Allen Distel  
**Does this grant include a Fiscal Sponsor?** Yes

**Fiscal Organization Information:**

The Cimarron Valley and River Watershed Coalition (CVRWC) will be the Fiscal Organization for the project. CVRWC was founded in 2021 with the following mission:

"To provide education, financial resources, communication, and project implementation for improving and protecting water quality, water conservation, water use, instream flows, and fisheries in the Cimarron River and Big Blue Creek and their tributaries while ensuring the long-term sustainability of the watershed's crucial agricultural community."

▼ Application Information

**Project Title:** Big Blue Ditch Diversion Rehabilitation and Piping Project - Phase 1  
**Project Location:** Unincorporated Gunnison County  
**Latitude and Location (decimal degrees, e.g.39.55269, -107.335426):** 38.356111, -107.421944  
**Is your project in response to an unforeseen emergency or natural hazard such as fire or flood? :** No

General Application

**Project Summary:**

The open, unlined Big Blue Ditch diverts approximately 7,100 ac-ft of water annually from Big Blue Creek in Gunnison County to irrigate approximately 1,900 acres of hay meadows and livestock grazing land. Diversion occurs in a steep-walled canyon, the walls of which have a high potential for landslides. Landslide potential is exacerbated by the seepage-induced soil saturation from the ditch. Multiple recent slides (including at the headgate and a major event in Spring 2024) illustrate the need of the project.

The Big Blue Ditch Diversion Rehabilitation and Piping Project will pipe approximately 9,700 feet of the ditch and construct a new headgate upstream of the existing gate, in an area where landslide risks appear to be less likely. Phase 1 of the project will result in the construction of the new headgate and installation of the first 500' of the pipeline. It is expected that when the entire project is completed, an annual reduction in seepage of 930 ac-ft will result along with an annual reduction in sediment yield in the Big Blue Creek Drainage of 334.3 cubic yards.

**Anticipated Project Start Date:** 8/1/2024

**Anticipated Completion Date:** 5/4/2026

**Project Category(ies) Allocation: Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):** Infrastructure, Productive Agriculture, Conservation and Efficiency, Healthy Rivers, Watershed Health and Water Quality

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

Productive Agriculture (25%) - The ditch, which irrigates about 1,900 acres of hay meadows and livestock grazing land, is unimproved and has significant diversion issues. The project will provide water security needed for the continued diversion of water for agricultural uses. It is expected that the project will eventually incorporate SCADA into the headgate (though this is not part of Phase 1). This will help irrigators better match supplied water with agricultural demand.

Infrastructure (25%) - The risk of slides in the immediate vicinity of the ditch diversion requires a significant O&M investment through both time and capital. Design of durable and resilient infrastructure should reduce

these costs and will provide a more reliable diversion for users.

Conservation and Efficiency (25%)- The existing diversion lacks control which leads to over diversion of water (ie more instantaneous supply than what is needed). A modified diversion (with eventual SCADA incorporation) could improve efficiency of diversions, and better regulate flows in the creek and the ditch.

Watershed Health and Water Quality (25%) - Every time the ditch breaches (which has occurred four times since 2006) significant sediment loading is imparted on Big Blue Creek. This was estimated by J-U-B Engineers to amount to an annual sediment loading of 334 cubic yards (calculated in a March 2023 memo, which does not factor in the latest May 2024 slide). Also, while outside of any salinity study areas, it is expected that reduced seepage from the ditch will result in less subsurface flow, likely lowering salinity loadings on Big Blue Creek.

Project Partners: List all partners involved with this project and their role in the proposed project. :

Big Blue Ditch Company (BBDC) - The 8 shareholders that own and operate the ditch system. BBDC will provide significant in-kind contributions by installing much of the pipe. They also have institutional knowledge about the system and will collaborate on the design. While BBDC hopes to win other grants to help fund this project, they will also provide any necessary matching funds to complete the project.

Cimarron Valley and River Watershed Coalition (CVRWC) - Founded in 2021, the coalition is comprised of stakeholders that support the mission of the Coalition. That mission is: To provide education, financial resources, communication, and project implementation for improving and protecting water quality, water conservation, water use, instream flows, and fisheries in the Cimarron River and its tributaries while ensuring the long-term sustainability of the watershed's important agricultural community. The CVRWC shall operate in a collaborative manner with landowners, agencies, and members of the public. Given the project's alignment with their mission, the Coalition will assist the Big Blue Ditch Company with stakeholder meetings, collaboration, grant application/administration, and assistance in securing funding for the various project stages.

Project Description and Tasks: Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights. :

The Big Blue Ditch Diversion Rehabilitation and Piping Project will pipe approximately 9,700 feet of the ditch and construct a new headgate upstream of the existing gate, in an area where landslide risks appear to be less likely. Phase 1 of the project will result in the construction of the new headgate and the installation of the first 500' of the pipeline. The first 500' of the project was deemed to be the minimum amount necessary to enclose the ditch through an area that is at-risk of landslides from above the ditch. Subsequent phases (likely 4-5 in total, depending on funding availability) will provide SCADA equipment (such as gate actuators) and pipe for the remainder of the ditch. SCADA was not included in Phase 1 in an effort keep costs at a level that is feasible to the Ditch Company. 30% plans (completed by J-U-B Engineers in 2023, funded in large part through a River District Accelerator Grant, and attached to this application) indicate that most piping will be 60" profile wall HDPE pipe; the pipe needed for Phase 1, however, will be 48" profile wall HDPE. The following tasks and milestones are anticipated for Phase 1:

**Task 1 - Final Design** - Final design for Phase 1 will result in a set of construction drawings with project specifications suitable for soliciting bids and ensuring project quality. Design is anticipated to be completed by May 2025.

**Task 2 - Environmental** - The project will require USACE permitting as significant fill will be added to Big Blue Creek for diversion construction/minor relocation. This will require wetland delineation, biological inventory, and cultural resource inventory. This task will perform these delineations and inventories, and will submit all required applications to the US Army Corps of Engineers. Surveys will be completed by Fall 2024; a permit is expected Q2 of 2025.

***Milestone 1 - Ready for Construction (Completion of Tasks 1 & 2) - Expected June 2025***

**Task 3 - Construction** - Construction will be performed by the Big Blue Ditch Company and a third-party contractor. The Big Blue Ditch Company will likely install the mainline pipe. Specialized construction (such as installation of the headwall) will require the services of a contractor.

***Milestone 2 - Phase 1 Complete (Completion of Task 3) - Expected December 2025***

**Task 4 - Administration** - Project administration will be performed concurrent with Tasks 1-3. This task will include grant administration, managing of the project budget, consultants, and contractors.

Please note that the attached 30% plans include construction of a Fish Barrier in Big Blue Creek. This is no longer part of the project, as it has been suggested in an email from Colorado Parks and Wildlife that the native trout population upstream of the project may need rehabilitation before a fish barrier would be beneficial (rehabilitation of these populations has not yet begun). Final headgate design will facilitate future installation of a fish barrier. Big Blue Ditch Company would likely partner with interested parties if a fish barrier was deemed to be beneficial.

Please also note that a WaterSMART Environmental and Water Resources Grant application was submitted for this project, as part of the River District's Accelerator Grant program. The project was unfortunately not the recipient of any award. Big Blue Ditch Company, however, views the project as critically important, and would like to get the project under construction quickly. Due to the NEPA hurdles associated with Federal Grants (and the significant time required to complete the NEPA documents), the Big Blue Ditch Company has opted to apply for State and Local funding only for Phase 1. Future phases will likely seek Federal funding (note that NRCS funds cannot currently be pursued as the Ditch Company does not fall within the boundaries of any Soil Conservation District or Water Conservancy District).

Project Success and Deliverables: Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc) :

During the Accelerator Grant funded 30% design, the following outcomes were calculated (for implementation of all project phases):

- A reduction in seepage by 930 ac-ft annually

- A reduction of 334 cu. yds of annual sediment yield into Big Blue Creek.

- The ability of the ditch system to better meet agricultural demands, which leaves water in the Creek when it is not needed on-farm. This would benefit the entire length of Big Blue Creek below the diversion.

Operations and Maintenance: Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses. :

Current O&M requires annual ditch cleaning/inspection. These costs are not anticipated to decrease significantly, however, the costs associated with emergency repairs (such as the Spring 2024 ditch breach) should be largely eliminated.

As phases are completed, the introduction of short-lived assets (such as PLCs, Solar Panels, Gate actuators, etc) will occur. The Big Blue Ditch Company has enlisted the help of CVRWC to assess the current rate structure, so that future rates will allow for cash-flowing of short-lived asset replacement. Assessment of the current rate structure is ongoing, and the Ditch Company hopes to decide on new rates in the near future.

**Anticipated Permitting Required for this Project:** Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.):

The US Army Corps of Engineers will be consulted to determine the permitting requirements of the Project, however, an individual permit is expected. Since no Federal funding is being acquired for Phase 1, and the project is on private land, no additional permits are expected.

No work has yet been performed to acquire this permit; work related to this permit is included in Task 2.

#### Project Budget and Funding

**Total Project Cost:** \$408,220.00

**Amount Requested:** \$122,451.00

If you receive partial funding – how will that affect the project outcome?

Partial funding will likely not prevent Phase 1 of the project from moving forward, as the ditch company views a new, slightly relocated headgate as critical to their continued operations.

#### Budget Narrative:

The budget includes costs for both construction and professional services (engineering and environmental). The Ditch Company plans to provide approximately \$63,000 worth of in-kind services, comprising of pipeline installation and removal of the existing headgate. The Ditch Company will accomplish this work by using heavy equipment owned by shareholders.

The portion of the budget requested to be funded by CRD CFP primarily consists of professional services. This is intended to keep the Project moving through design and environmental surveys in 2024, while additional matching funds are sought to fully fund construction. These additional funds (likely CWCB WSRF) will be applied for following receipt of this grant, so that construction can commence in the summer of 2025.

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

It is expected that the CVRWC will engage in lump sum contracts for professional services (engineering and environmental) to limit the amount of expenditures they could incur. It is also expected that the project will be competitively bid.

The Ditch Company understands that construction costs are only an estimate at this stage. Should project costs exceed the estimated amounts, the ditch company plans to pay (or find additional grant funds) for any budget shortfalls.

Please review the standard method for funding distributions outlined in the [CFP Program Guidelines document](#)

**I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract:** Yes

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant. This could include different project timing; cashflow restrictions; and other alternatives.

N/A

#### Budget table

Please upload a completed budget using this template. ([See attached file](#))

To upload, please click the green plus sign below.

CFP BUDGET WORKSHEET	
 <a href="#">CFP Budget Worksheet_May 2021_Phase 1.xlsx</a>   	
<b>Final Budget</b> Added by Nick Emmendorfer at 2:23 PM on May 22, 2024	
 <a href="#">Big Blue Water Loss Memo.pdf</a>   	
<b>Technical Support Documents</b> Added by Nick Emmendorfer at 4:31 PM on May 15, 2024	
 <a href="#">Big Blue Sediment Loading Memo.pdf</a>   	
<b>Technical Support Documents</b> Added by Nick Emmendorfer at 4:31 PM on May 15, 2024	
 <a href="#">BigBlue_30PctPlans_CFP.pdf</a>   	

**Technical Support Documents**

Added by Nick Emmendorfer at 2:11 PM on May 15, 2024

**Insurance**

Are you able to meet the minimum requirement for Commercial General Liability of:

- (1) Bodily Injury and Property Damage:  
\$1,000,000 each occurrence/\$1,000,000 aggregate
- (2) Personal Injury:  
\$1,000,000 each occurrence/\$1,000,000 aggregate

**Yes/No:** Yes

Are you able to meet the minimum requirement for Commercial Auto Liability of:

- (1) Bodily Injury & Property Damage:  
\$1,000,000 any one accident or loss

**Yes/No:** Yes

Are you able to meet the minimum requirement for Workers' Compensation and Employer's Liability of:

- (1) Workers' Compensation: Statutory
- (2) Employer's Liability:  
\$100,000 each accident  
\$100,000 disease - each employee  
\$500,000 disease - policy limit

**Yes/No:** Yes

**Local Community Support**

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

LETTERS OF SUPPORT

**Colorado River District Mission Alignment**

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District. :

The Colorado River District Mission states that the district will lead in, "protection, conservation, use, and development" of the water resources of the greater Colorado River Basin. This project will enable continued, more efficient, and more environmentally friendly diversion of water. The project will protect pre-compact water-rights and enhances their usage.

Initiatives outlined in the District's Strategic Plan include "Water Needs/Project Development". This initiative states, "Refurbishing and modernizing aging infrastructure is a priority to preserve existing water uses for existing needs". This project will modernize the infrastructure of the Big Blue Ditch. Focusing on projects that decrease the risk of a canal breach or diversion will provide needed security to the water users on the ditch. The project's SCADA integration will improve the ability to control water intake and provide potential ecological benefits by leaving unneeded water in the stream.

Modifying antiquated irrigation infrastructure through this project can help protect senior water rights in the District while also helping to meet the needs of recreation and the environment

**Project Risk Analysis**

What are the top three risks you may encounter during the course of this project, the steps you could take to mitigate these risks, and the ways in which we (as the funder) could help? These may include: shortfall in funding; permitting; rising expenses; labor costs and availability; and partner fall through.

- **Issues with USACE permitting** - USACE permitting can be time consuming and can delay project implementation. We plan to mitigate delays from permitting by conducting all resource surveys in 2024, and applying for permits in early 2025.

- **Rise in cost of construction materials** - The cost of plastic pipe materials has historically been volatile and tied to the fluctuating petrochemical market. Breaking the Project into multiple phases is intended to help reduce total funding shortfalls if pipe materials were to be much higher than anticipated.

- **Shortened construction window** - The headgate for the Big Blue Ditch is located at an elevation of nearly 9,000 feet. Construction access to the headgate may not open until June and could close in October. We plan to begin construction as soon as access allows in order to complete construction of Phase 1 in 2025.

**Is there anything in this project that may cause potential injury to vested absolute water rights or injure other water users? :** No

Please explain:

No. The Big Blue Ditch company will continue to exercise their water rights. Implementation of this project will also not change how Big Blue Creek is administered.

**Will this project potentially cause reduced return flows with any potential negative effects? :** Yes

Additional Factors for Evaluation

**Does this overall project preserve pre-Compact (i.e. appropriation and adjudication date 1922 or earlier) water rights? :** Yes

Please explain:

Water rights on the Big Blue Ditch have appropriation dates ranging from 1904 to 1951. This project will help ensure that the ditch company can continue to divert water using these water rights, and continue to apply that water to beneficial uses. The water rights of the Big Blue Ditch are as follows:

- 21.87 cfs (Appropriated 1904, Adjudicated 1913)
- 1.53 cfs (Appropriated 1912, Adjudicated 1941)
- 18.6 cfs (Appropriated 1924, Adjudicated 1941)
- 24 cfs (Appropriated 1951, Adjudicated 1960)

**Does this funding request enhance the overall project's long-term viability?** Yes

Please explain:

While the Ditch Company views this project as a necessity, this funding request will improve the likelihood that future phases are completed by leaving the Ditch Company in a better financial position to provide funding to those projects.

**Does this overall project promote innovation within a water use sector?** Yes

Please explain:

By implementing SCADA (and the necessary communications backbone) the project will forward the use of innovative water control and monitoring technologies. Implementing these types of improvements is critical to creating resilient agricultural water use and supporting critical cold-water fisheries.

**Does this overall project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District?** No

Documents

Please use the green plus signs on the right corner to upload any supporting documents.

OTHER SUPPORTING DOCUMENTS AS NEEDED	
 <a href="#">CFP Budget Worksheet May 2021 Phase 1.xlsx</a>   	<b>Final Budget</b> Added by Nick Emmendorfer at 2:23 PM on May 22, 2024
 <a href="#">Big Blue Water Loss Memo.pdf</a>   	<b>Technical Support Documents</b> Added by Nick Emmendorfer at 4:31 PM on May 15, 2024
 <a href="#">Big Blue Sediment Loading Memo.pdf</a>   	<b>Technical Support Documents</b> Added by Nick Emmendorfer at 4:31 PM on May 15, 2024
 <a href="#">BigBlue_30PctPlans_CFP.pdf</a>   	<b>Technical Support Documents</b> Added by Nick Emmendorfer at 2:11 PM on May 15, 2024

The River District's review, and potential funding, of your project does not constitute a legal or engineering analysis regarding the efficacy of the project or any associated legal consequences, including any potential impact to water rights associated with your project. The River District encourages all applicants to consult legal and engineering professionals regarding their project prior to applying

**Signature:** Allen Distel

**Date of Signature:** 5/15/2024

After clicking "save and close" be sure to click the green button "submit" to submit your application. If you have any questions, feel free to call Melissa Wills at 970-930-4194 or email her at [mwills@crwcd.org](mailto:mwills@crwcd.org).

May 29, 2024

Board of County Commissioners  
Gunnison County, Colorado

Re: Letter of Support – Big Blue Ditch Project CFP Request for Financial Support

Dear Commissioners,

As Gunnison County's representative on the Colorado River District Board of Directors, I am pleased to provide this letter of support for the Cimarron Valley & River Watershed Coalition (CVRWC) and Big Blue Ditch Company grant application for Colorado River District Community Funding Partnership financial support.

I've been in communication with the CVRWC and their President, Mr. Allen Distel regarding the need for the project over the past two years. I understand and support the project proposal which includes rehabilitation of the diversion and piping of the canal to reduce significant seepage/water losses and resolve on-going problems with delivery interruptions due to landslides into the canal. Replacement of aging infrastructure is critical to responding to climate change and future plans to modernize the irrigation water delivery system with Supervisory Control and Data Acquisition (SCADA) will allow water managers to match deliveries with demand while also allowing more water to stay in-stream for benefit of the fishery when it is not needed for irrigation.

The planning and design efforts that have happened thus far in support of the project make the Big Blue Ditch Project "shovel ready."

If I can be of any further assistance, I can be reached at [schavez@ugrwc.org](mailto:schavez@ugrwc.org) or 970-596-4066.

Sincerely,



Sonja Chavez  
Gunnison County Director  
Board of the Colorado River Water Conservation District



**Gunnison County Board of County Commissioners**

Phone: (970) 641-0248 | Fax: (970) 641-3061

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

June 4, 2024

Colorado River Water Conservation District  
201 Centennial Street, Suite 200  
Glenwood Springs, Colorado 81601

Re: *Big Blue Ditch Diversion and Rehabilitation and Piping Project-Phase I*

Dear Mr. Mueller,

We are writing to express our enthusiastic support for the Cimarron Valley and River Watershed Coalition project proposal entitled, *Big Blue Ditch Diversion and Rehabilitation and Piping Project-Phase I* (Project).

This project exemplifies the type of multi-beneficial water resource improvement projects that can happen under *community driven* Watershed Management Planning. This project will provide benefits associated with the protection of pre-compact water rights, improvement of irrigation water management, and efficiency, increasing productivity for agricultural water users, and the future risks associated with climate change in the Upper Gunnison River basin.

The Gunnison County Board of County Commissioners have received a public presentation on the project scope of work and benefits and feel that it meets the mission and strategic planning goals of the Colorado River District as well as the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A. We are confident in the leadership and experience of the Cimarron Valley & River Watershed Coalition and their technical team and their ability to successfully carry out these projects.

We urge you to give this project your full consideration and support!

Sincerely,

Gunnison County Board of County Commissioners

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Jonathan Houck  
Commissioner

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Elizabeth Smith  
Commissioner

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Laura Puckett Daniels  
Commissioner