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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, September 17, 2024**
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. September 3, 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. Acknowledgment of County Manager's Signature; Agricultural Lease Agreement; Kelly and Vicki Hildreth; 9/6/2024 to 9/6/2025; $500
    2. Grant Award Letter; Health and Human Services; CTGG1 QAAA 2025-TBD; Fiscal Year 2025; $75,000
    3. Grant Application; Cover All Coloradans Community Ambassador Application; Multicultural Resource Services; Health and Human Services; 1/1/2025; $25,000
    4. Acknowledgement of County Manager's Signature; Engagement Letter; Goodspeed Merrill; County Attorney's Office
    5. Purchase Order; POGG1 IHFA 2025-150; Family First Grant; Health and Human Services; 8/2/2024 to 6/30/2025; $175,000
    6. Intergovernmental Contract Amendment #8; Contract No 21 IHIA 159833; CTGG1 QAAA 2025-294; Fiscal Year 2025; $100,041
    7. Contract Amendment #4; Contract No 23 QAAA 178558; Health and Human Services; 10/27/2022 to 6/20/2025; $64,054
    8. Acknowledgment of County Manager's Signature; Grant Application; Homelessness Resolution Program; Health and Human Services; $50,000
    9. Licensing Request Form; Criterion Pictures; Juvenile Services; Home Alone; 12/13/2024
    10. Professional Services Agreement; Community Language Cooperative; Community Development; 9/17/2024 to 12/31/2024; $4,517.34
    11. Ratification of County Manager's Signature; Trade Contractor Agreement; K&K Concrete; 8/20/2024 to 12/31/2024; $772,115
    12. Resolution; A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to the Obligation and Expenditure of 2023 U.S.D.A. Secure Rural Schools and Community Self-Determination Act, Title III Awards
    13. Intergovernmental Agreement; Behavioral Health Administration Grant; 8/1/2024 to 7/11/2025; $42,000
    14. Grant Application; Town of Crested Butte Community Grant; Juvenile Services; $15,000
    15. Acknowledgement of County Manager's Signature; Bid; United Companies; Public Works; $183,880
    16. Task Order; 2025*0244; Health and Human Services; 10/1/2024 to 9/30/2025; $82,930
    17. Standard Agreement; Stericycle; Health and Human Services; 8/9/2024 to 8/8/2025; $2099.50

8:35 am

- County Manager's Reports

8:40 am

- Letter of Support; Trout Unlimited; Gunnison Basin Drought Resiliency and Restoration Grant Proposal

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.*

8:50 am

- Vouchers and Transfers
- Treasurer's Report

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

8:55 am

- Call to Order
- 2024 Assessor's Report
- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

9:05 am

- West Central Public Health Partnership (WCPHP)
- Community Health Improvement Plan (CHIP)
- Proclamation; Suicide Prevention Awareness Month; September 2024

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

9:35 am

- Call to Order
- Gunnison County Board and Commission Interview; Historic Preservation Commission; Zoe Keith
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont'd):

9:50 am

- Gunnison County Boards and Commissions Appointments; Historic Preservation Commission; Fill Two Vacancies for Three-Year Terms (2/1/2024 – 2/1/2027)
    1. Applicants: David Russell, Zoe Keith
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Ski Town Village mobile home park in Gunnison County, Colorado.
- 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.*

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

Agenda Item: Draft BOCC minutes; 9/3/24

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC minutes; 9/3/24

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 3, 2024

The September 3, 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 8:30 am.

CONSENT AGENDA: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve. Motion carried unanimously.

1. Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; 9/6/2024 to 9/6/2025

ADJOURN: Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 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 Smith, seconded by Commissioner Puckett Daniels to approve the meeting minutes with the corrections that were made on record. Motion carried unanimously.

1. August 20, 2024 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. Draft 2025 Gunnison County Holiday Schedule
    - **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the 2025 holiday schedule as presented. Motion carried unanimously.
2. 2025 Final Budget Approval Scheduling Discussion
    - CM Birnie introduced Chief Financial Officer Perry Solheim's memo. After discussion, it was decided that the public hearing will tentatively be on December 10th and a special meeting adopting the budget on December 12th.

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

1. Contract Amendment #1; Contract No. 2025*0120; Health and Human Services; 7/1/2024 to 6/20/2025; $0 – Updating contract documents for FY25
2. Acknowledgement of County Manager's Signature; Bid; ARS Companies; County Road 48 Milling; Public Works; $71,441.50
3. Amendment #1; Professional Services Agreement; MGT of America Consulting, LLC; FY 2023 Cost Allocation Plan; 2/9/2024 to 10/31/2024; $5,900
4. Intergovernmental Agreement; County of Chaffee; Emergency Lending and Borrowing of Equipment; Public Works
5. Grant Application; West Central Public Health Partnership; Health and Human Services; 8/1/2024 to 9/30/2024; $9,998
6. Impaired Driving Grant; Amendment #1; Contract No 24-HTS-ZL-00208; 10/1/2023 to 9/30/2025; $257,891.08
7. Subscription Agreement; Lexis Nexis; County Attorney's Office; 1/1/2025 to 12/31/2025; $4,464
8. Grant Application; WCPHP Behavioral Health Landscape Analysis and Public Health Capacity Assessment; Health and Human Services; 10/1/2024 to 9/30/2025; $50,000
9. Contract Amendment; Quote Q-1492375; Samsara Inc; Public Works; 8/5/2024 to 8/15/2024; $3,565.84
10. Provider Agreement; RE1J School District; Juvenile Services; 9/3/2024 to 6/30/2025; $50,000

COUNTY MANAGER'S REPORTS:

1. Delegation of signing authority to County Manager for paving contract with United Companies - CM Birnie stated Assistant County Manager for Public Works Martin Schmidt is waiting on this proposal and contract from United Companies and is asking for approval for him to sign when received after which it will come back to the Board. **Moved** by Commissioner Puckett Daniels, seconded by

Commissioner Smith to delegate signing authority to the County Manager for paving contracts with United Companies that are currently in the public works work plan. Motion carried unanimously.

2. Whetstone – CM Birnie relayed they are working on the final push in the land use process.
3. Sawtooth Phase 2 – CM Birnie commented there were some challenges after the boxes were set with the wet weather such as having to replace some drywall, but nothing major.
4. Pesnell Parcel – CM Birnie noted he is working on a lease with a neighbor for this parcel.
5. Grant Agreement; Valley Housing Fund; Whetstone Community Housing Development; Community and Economic Development; $100,000 - CM Birnie stated this is from Assistant County Manager for Community and Economic Development Cathie Pagano and it is for Whetstone. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to delegate Matthew in his already delegated authority to accept the $100,000 grant from the Valley Housing Fund for the Whetstone project. Motion carried unanimously.

COLORADO COUNTIES, INC. STEERING COMMITTEES LEGISLATIVE COMMITTEE DESIGNATED VOTER

Commissioner Houck reminded the Board this is for a delegated voter. Commissioner Houck asked Commissioner Smith if she would like to continue her delegated voter role and Commissioner Smith agreed. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to designate Commissioner Liz Smith to the CCI Steering Committee Legislative Committee as or designated voter for Gunnison County and Commissioner Jonathan Houck as the alternate. Motion carried unanimously.

SALES AND LOCAL MARKETING TAX

Commissioner Houck noted this is here because it was late and they wanted it publicly accessible. It was briefly discussed.

CONDOMINIUM PLAT; LUC-24-00002; ST. ANDREWS LLC Planner Rachael Blondy was present for discussion.

Planner Blondy noted this is for a condominium plat. She stated all the other units on St. Andrews Circle are additional condo townhomes so it is comparable to surrounding area. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve LUC-24-00002 and authorize the Chair's signature on the plat. Motion carried unanimously.

LOT CLUSTER; LUC-24-00033; LACY CONSTRUCTION COMPANY LTD. Planner Rachael Blondy was present for discussion.

Planner Blondy stated the applicant owns the three lots and are using as one lot and they want to cluster the lot in order to build on the areas instead of having to abide by the setbacks that currently exist. She also relayed it was comparable to the area. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve LUC-24-00033 a lot cluster for Lacy Construction Company. Motion carried unanimously.

LIBRARY DISTRICT REQUEST FOR MINISTERIAL ACTION TO REFER BALLOT ISSUE FOR THE NOVEMBER 5, 2024 COORDINATED GENERAL ELECTION TO INCREASE AD VALOREM PROPERTY TAXES Gunnison County Library Executive Director Drew Brookhart and Library Board President Sally Hays were present for discussion.

Drew is hoping to ask the community for 1.1 mill increase which is $0.59 a month for every $100,000 of actual residential values. These funds will help increase library services as well as a new library in Crested Butte South. He stated there is a $1,000,000 grant from the State of Colorado for the new library's design and engineering costs as well as the project being constructed on land the library will own. Commissioner Houck reiterated that under state law the library must come through them to have this placed on the ballot. It does not provide endorsement for or against but allows the community to vote on the matter. ED Brookhart stated that half of the new money will go to the service of Certificates of Participation (CoPs) on construction and half to expanding operations. The Board agrees it is important to allow the citizens of Gunnison County make an informed decision on the ballot. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith that the Board of County Commissioners cause the proposition submitted by the Library District Board of Trustees to be submitted to a vote of the registered electors residing within the Library's legal service area as required by Section 24-90-112, Colorado Revised Statutes through the office of the County Clerk & Recorder and in the manner required by the Intergovernmental Agreement between Gunnison County Clerk & Recorder and Gunnison County Library District regarding the conduct and administration of the November 5th, 2024 General Election. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Smith:

DRAFT

1. Special Session – Commissioner Smith testified on behalf of Counties & Commissioners Acting Together in regard to ballot initiative 50 and 108. She was able to elaborate on how it would affect the County, small universities such as Western Colorado University, as well as child welfare beyond its own revenues. It is her understanding that they have come to an agreement to keep those off the ballot for 6 years.
2. Counties & Commissioners Acting Together Lobbyist – Commissioner Smith relayed there was a Q&A with last two finalists last Friday and the Executive Board will be making the decision.
3. Southwest Colorado Opioid Regional Council – Commissioner Smith noted they are hiring a coordinator to help with organization.

Commissioner Puckett Daniels:

1. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Puckett Daniels and Assistant County Manager for Public Works Martin Schmidt went to Montrose for the kick off of their 5 year plan and 25 year plan. She noted she spoke to City of Gunnison and the Representative from Delta County but needs to follow up with the Town of Crested Butte and Mt. Crested Butte.
2. Colorado Counties, Inc. Western District – Commissioner Puckett Daniels would like the Board to look at La Plata County increasing the lodging tax maximum and if the Local Marketing District can be pulled into that and increase from 4% to 6%. Commissioner Houck relayed if they raise one, they should match the other.
3. Irwin Community Association – Commissioner Puckett Daniels is pulling together a meeting with Sheriff Murdie and Assistant County Manager for Public Works Martin Schmidt to discuss the Kebler Trailhead parking next week.

Commissioner Houck:

1. Gunnison Outdoor Resource Protection Act (GORP)/Gunnison Public Lands Initiative (GPLI) – Commissioner Houck noted that Senator Bennet is close to introduction of the GORP Act, hopefully mid to late September. Commissioner Houck is currently working on seeking final letters of support and attended the UGRWCD meeting last night to make that request and they will be providing a letter of support.
2. Drought Resistancy Taskforce – Commissioner Houck attended a meeting with the Upper Gunnison River Water Conservancy District.
3. Region 10 – Commissioner Houck relayed they are all participating in the meetings remotely due to the bridge issue.
4. Colorado Counties, Inc. Western District – Commissioner Houck attended remotely.
5. Crystal Valley Environmental Protection Association (CVEPA) – Commissioner Houck was asked on behalf of the Board to speak in Marble at the CVEPA Annual Meeting. He spoke to them about the importance of their participation in the White River National Forest Plan Revision.

   Land Exchange – Commissioner Houck relayed that since 1977, the community has adamantly opposed the development of the mine on Mt. Emmons. Commissioner Houck commended the work that has been done for this over the last several years. CA Hoyt noted we still need a Congressional Act for a permanent legislative solution. There will be a community celebration on October 4th.

ADJOURN: Commissioner Houck adjourned the meeting at 9:29 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____

DRAFT

Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 9/13/*2024 thru 10/31/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   September 17, 2024, All Day @ BOCC Boardroom
2. **Joint Public Hearing for LUC-24-00020**
   September 19, 2024, 9:00 AM @ Planning Commission Room
3. **BOCC Work Session**
   September 24, 2024, All Day @ BOCC Boardroom
4. **Elected Officials and Managers Dinner and Meeting**
   September 30, 2024, 6:00 PM
5. **BOCC Regular Meeting**
   October 1, 2024, All Day @ BOCC Boardroom
6. **Mayors & Managers Meeting - Hosted by Gunnison County**
   October 3, 2024, 12:00 PM - 1:30 PM
7. **BOCC Work Session**
   October 8, 2024, All Day @ BOCC Boardroom
8. **BOCC Regular Meeting**
   October 15, 2024, All Day @ BOCC Boardroom
9. **BOCC Work Session**
   October 22, 2024, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   October 15, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The attached lease was signed and distributed on 9/6/2024.

Fiscal Impact: $500

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

AGRICULTURAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 6th day of September, 2024 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the "County") and **KELLY AND VICKI HILDRETH** (the "Tenant").

RECITALS

A. The County is the owner of property at Lot 5, Flying E Ranch Subdivision (according to plat recorded number 447702, Gunnison, Colorado (the "Property").

B. The County desires to lease the Property to the Tenant.

C. The Tenant desires to lease the Property from the County for the purpose of agricultural use and in accordance with the terms and provisions of the Lease and the County desires to lease the Property to the Tenant.

D. The Tenant does not intend to use and is not authorized by the County for any use of the Property for residential purposes.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

ARTICLE I. THE PROPERTY

Section 1.01 The Property. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, exclusive use of the Property.

Section 1.02 Fences. The Property includes fences. The Tenant agrees to maintain the fences in good working order. Subject to prior written approval by the County, the Tenant may purchase and install additional fences on the Property. Any such purchase and installation shall be at the Tenant's own expense.

Section 1.03 Condition of the Property. The Tenant warrants and represents that it has had an opportunity to inspect the Property and acknowledges that it is fit for the Tenant's use and enjoyment. The taking of possession of the Property shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, reconstruct or modify the Property for the Tenant. The Tenant warrants and represents that it has had an opportunity to inspect and measure the Property and acknowledges that it is acceptable for Tenant's use.

Section 1.04 Permitted Use. The Tenant shall use the Property solely for the purpose(s) described above at Paragraphs C and D of the Recitals, as approved by the County. No other use shall be permitted without the County's prior written consent.

Section 1.05 No Hazardous Use, Nuisance or Waste Permitted on Property. The Tenant shall not use or permit the Property to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Property. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado. The Tenant agrees that it shall not permit any noxious or offensive activity on the Property or allow any nuisance to exist on the Property which may cause disturbance to others on adjacent or nearby land. Further, the Tenant agrees that nothing shall be done or kept on the Property which might impair the value of the Property or which would constitute waste.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **the Effective Date** at the beginning of this Lease (the "Commencement Date") and ending one year after the Effective Date**,** unless terminated earlier in accordance with the terms of this Lease. Any rights and responsibilities of the parties shall apply during the entire Term of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an "Extended Term"), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

ARTICLE III. CONSIDERATION

Section 3.01 Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Property of **Five hundred and 00/100 U.S. Dollars ($500.00)** payable upon execution of the Lease and upon commencement of each Extended Term.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by a flat three percent (3%) increase to the Annual Rent.

Section 3.03 Manner of Payment. Annual Rent under this Lease shall be paid upon execution of the Lease or commencement of any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.

Gunnison, CO 81230
Attn: Perry Solheim, Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars ($10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

ARTICLE IV. MAINTENANCE; UTILITIES; INSPECTIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Property shall be the obligation of the Tenant. The Tenant agrees to: (1) maintain the Property and all fences in good working order and repair; (2) keep the Property mowed and grazed; and (3) keep the Property free of weeds to the extent feasible. County will do an annual weed control treatment and the tenant will spot spray as needed.

Section 4.02 Inspection of the Property. The Tenant will permit the County, its representatives or agents to inspect the Property at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Property in the County's sole discretion, the County shall have the right to enter upon and inspect the Property and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant at least twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Property.

Section 4.03 Accident Reports. In the case of an accident or emergency on or near the Property, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred,

a description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. SIGNAGE AND IMPROVEMENTS

Section 5.01 Signage. The Tenant shall not install any new sign, lettering, advertisement, posting, buildings or improvements in, upon or around the Property without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign or improvements approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign or improvements. The Tenant shall pay for costs of removal of signs and improvements from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VI. INSURANCE; INDEMNIFICATION; DAMAGE

Section 6.01 Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

(a) Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of One Million and No/100 U.S. Dollars ($1,000,000.00) per occurrence or as a combined single limit each occurrence.

Section 6.02 County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

Section 6.03 Additional Insurance. The Tenant may insure the Property in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

Section 6.04 Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

Section 6.05 Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1)

the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Property during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 6.06 Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Property, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Property, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for any damage or loss that would otherwise have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

Section 6.07 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Property (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Property, caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE

IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PROPERTY, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE VIII. LIENS AND BANKRUPTCY

Section 8.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Property. If a lien or encumbrance is placed upon the Property, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County in full. If the Tenant fails to reimburse the County within 30 days, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) eighteen percent (18%) per annum until paid and the County may pursue any other remedy available to it.

Section 8.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

ARTICLE IX. REPRESENTATIONS & WARRANTIES

Section 9.01 Representations & Warranties. The Tenant represents and warrants to the County as follows:

(a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.

(b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.

(c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.

(d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3)

conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.

(e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.

ARTICLE X. DEFAULT AND REMEDIES.

Section 10.01 Events of Default. Any one or more of the following events shall be an "Event of Default":

(a) The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;

(b) The Tenant shall vacate or abandon the Property; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Property shall not constitute a default;

(c) The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;

(d) The Tenant fails to vacate the Property upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or

(e) The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Property or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Property or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 10.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the

Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Property, the Tenant will immediately surrender the Property to the County. If the Tenant fails to surrender the Property, the County may enter upon and take possession of the Property and expel or remove the Tenant and any other person who may be occupying the Property or any part thereof. Any termination only of the Tenant's right to possession of the Property will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Property. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 10.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Property in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Property, with or without process of law and without liability for trespass. Holding over or failure to vacate the Property at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at one hundred fifty percent (150%) of the Annual Rent payable during the last month of the Term or the Extended Term prior to holding over, but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Property in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Property thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Property to a new tenant with a lease term commencing after the date the

Tenant is required to vacate the Property, such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 10.04 Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

Section 10.05 Title to Property & Improvements. Any fixtures or improvements erected or constructed on the Property shall be permanently and inseparably attached to the Property and shall not be removed without prior written consent of the County. Title to the Property and improvements is and shall remain vested in the County. All of the Tenant's moveable personal property located in or on the Property shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Property until such default has been cured. Any property affixed to the Property so that the same may not be removed without material damage to the Property shall not be removed by the Tenant at any time but shall become the property of the County upon expiration or earlier termination of this Lease.

Section 10.06 Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Property, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XI. ASSIGNMENT AND SUBLETTING

Section 11.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Property; or (e) use or permit the use of the Property by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Property and any improvement following the Transfer remains substantially the same as

contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

Section 11.02 Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

Section 11.03 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

ARTICLE XII. ABANDONMENT

Section 12.01 Abandonment/Vacation of the Property. If Tenant abandons or vacates the Property before the end of the Term (or any renewal or extension thereof), the County may enter the Property, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Property as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Property upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after thirty (30) days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

ARTICLE XIII. OBLIGATIONS OF THE COUNTY

Section 13.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Property and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Property is subject to the use of the surrounding property for industrial and commercial purposes with the accompanying industrial and commercial noises, odors, smoke, and the danger and nuisance thereof.

ARTICLE XIV. EMINENT DOMAIN; CONDEMNATION

Section 14.01 General. If the Property (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such

Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

Section 14.02 Partial Taking – Tenant's Rights. If any part of the Property becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Property in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Property rendered untenantable by the Taking.

Section 14.03 Partial Taking – County's Rights. If any material portion, but less than all, of the Property becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Property rendered untenantable by the Taking.

Section 14.04 Award. If an award is made for a taking of the Property in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County's award) against the condemner for the value of the Tenant's personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

ARTICLE XV. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 15.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to any County land use or development regulations, all as may be amended from time to time.

Section 15.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

(a) The Property shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.

(b) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Property.

(c) Antennas, satellite dishes and other equipment may not be erected or installed on the Property without the prior written consent of the County.

(d) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties.

(e) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of or within the Property.

(f) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

ARTICLE XVI. COMPLIANCE WITH LAWS

Section 16.01 Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Property during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Property.

Section 16.02 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Property in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 16.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States or the State of Colorado.

Section 16.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 16.05 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 16.06 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part

1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 16.07 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA). The Tenant must include this requirement in all contracts and subcontracts relating to the Property that exceeds $150,000.

Section 16.08 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, maintenance and repair to the Property, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Property as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to the Property during construction.

ARTICLE XVII. MISCELLANEOUS

Section 17.01 County Representative. The Assistant County Manager for Operations and Sustainability and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 17.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 17.03 Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 17.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 17.05 Time of Essence. Time is of the essence in this Lease.

Section 17.06 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Property, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

Section 17.07 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 17.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 17.09 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 17.10 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 17.11 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Kelly and Vicki Hildreth
P.O.Box 1341
Gunnison, CO 81230
Email: Hildreth@gunnison.com

If to the County:

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 17.12 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 17.13 Incorporation of Exhibits, Other Documents. The Exhibits and any applicable County ordinances, resolutions or regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable County ordinances, resolutions or regulations, the County ordinances, resolutions or regulations shall control.

Section 17.14 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 17.15 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

Section 17.16 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 17.17 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[*Signatures appear on following page.*]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Matthew Birnie

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

TENANT:

Kelly and Vicki Hildreth

By: Kelly Hildreth

By: Vicki Hildreth

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter; Health and Human Services; CTG

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Community Based Child Abuse Prevention Grant Contract - Requesting review and approval. Docusign will be sent to County Manager for Signature once approved

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/12/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency
Colorado Department of Early Childhood

Grantee
Gunnison County
220 N. Spruce Street
Gunnison, CO 81230
Grantee UEI
NSN9FAGKEDJ9

Grant Issuance Date
The later of October 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter

Grant Authority
Authority to enter into this Contract exists in: 26-1-111 C.R.S.
Procurement Method: Request for Proposals (RFP)
Solicitation Number: RFA QAAA 2024000068

Grant Amount

Initial Term	
Federal Fiscal Year 2025	$75,000
CTGG1 QAAA 2025-TBD	
Extension Terms	
None	
Maximum Amount for All Fiscal Years	$75,000

Options

The State shall have the following options if indicated with "Yes," as further described in §2.B and §5.F:
Option to Extend Term per §2.B: Yes
Option to Increase or Decrease Maximum Amount per §5.F: Yes

Grant Purpose
Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A – Statement of Work
2. Exhibit B – Budget
3. Exhibit C - Additional Provisions
4. Exhibit D - HIPAA Business Associate Agreement
5. Exhibit E - Supplemental Provisions for Federal Awards
6. Exhibit F – Sample Option Letter

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

1. Exhibit E – Supplemental Provisions for Federal Awards
2. Exhibit D, HIPAA BAA
3. Exhibit C, Additional Provisions
4. The provisions of the other sections of the main body of this Grant.
5. Exhibit A, Statement of Work.
6. Exhibit B, Budget.
7. Exhibit F – Sample Option Letter

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director _____ By: Mary Alice Cohen, Chief Program Director, Office of Program Delivery Date: _____
2nd State or Grantee Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Laura Curnow, CDEC Controller

Effective Date:_____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Except as stated in **§2.C**, the total duration of this Agreement, 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.

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§13,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the

public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

E. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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. "**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.

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

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**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.

L. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Department of Health and Human Services Administration for Children and Families is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

O. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

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. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., 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. "**Recipient**" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

V. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

W. "**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.

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

Y. "**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.

Z. "**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.

AA. "**Sub-Award**" means this 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 this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. "**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. For the purposes of this Grant, Grantee is a Subrecipient.

DD. "**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.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars

A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

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

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for

any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Agreement 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 Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. 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 Agreement.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee 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 Grant 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 Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

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

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. 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.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the

Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. 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.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

COLORADO
Department of Early Childhood

Statement of Work (SOW)
Community Based Child Abuse Prevention
(CBCAP)
Gunnison County Health and Human Services

CDEC Program Manager – Katelyn Lammie – Katelyn.Lammie@state.co.us

Introduction/Background

The Colorado Department of Early Childhood (CDEC) ensures the delivery of a comprehensive, community-informed, data-driven, high-quality, and equitable early childhood system that supports the care, education, and well-being of all of Colorado's young children, their families, and early childhood professionals in all settings.

Local plan development and implementation is supported by Community-Based Child Abuse Prevention funding established by Title II of the Child Abuse Prevention and Treatment Act (CAPTA), most recently reauthorized in 2010. The purpose of the CBCAP funding is:

- To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect and to support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and,
- To foster understanding, appreciation, and knowledge of diverse populations to effectively prevent and treat child abuse and neglect.

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024, our organization completed a Child Maltreatment Prevention plan in partnership with various family-serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and the expansion of childcare options in our community.

Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. We plan to continue to engage key community partners regularly in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs and work closely with community partners to expand access to affordable childcare options, emphasizing summer child care.

COLORADO
Department of Early Childhood

Period of Performance

October 1, 2024 – September 30, 2025

Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**The Gunnison County Health and Human Services Department shall regularly convene community partners to address the issues identified in Gunnison County's child maltreatment prevention plan.** **Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children's school readiness and success.** **Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.** **Families with children ages 0-5 shall have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.**				
Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2024 – September 30, 2025	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2024 – September 30, 2025	Early childhood service providers, parents, and community partners shall be invited and attend child maltreatment prevention leadership team meetings.	Meeting notes and attendance records. Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicates in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide Parents as Teachers (PAT), an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Love and Logic courses to parents of children ages 0-8 in Gunnison County.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Create Marketing Materials and Advertise for Love and Logic Courses	October 1, 2024 – September 30, 2025	Marketing materials to promote Love and Logic courses shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two Love and Logic courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents as Teachers facilitator	Personnel Contractors/Consultants

Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Organize summer childcare planning meeting with community partners.	October 1, 2024 – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	October 1, 2024 – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Provide technical assistance to current and potential FCCH providers as they undergo the licensure process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	**Person(s) Responsible**	**Budget Category**
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

Key Activity I: Shall monitor performance on deliverables and engage in continuous quality improvement					
Tasks	Time Period	Deliverable	Measurement	**Person(s) Responsible**	**Budget Category**
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Comply with CDEC data reporting requirements	Compliance with data entry and reporting requirements	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend all regularly scheduled meetings with CDEC	October 1, 2024- September 30, 2025	Participation at regularly scheduled meetings	Attendance	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend the Colorado Family and Communities Biennial Conference and Biennial Program Meeting	Yearly	Attendance and active participation at biennial professional development opportunities	Internal tracking of attendance. Submitted to CDEC upon request	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel/ Operating
Invoices	Monthly	Invoices submitted monthly to CDEC	Shall submit invoices as outlined in the contract	Finance	Personnel/Operating

Schedule/Milestones

- Gunnison County DHHS shall hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30, 2025
- Gunnison County DHHS shall serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS shall offer at least 2 Love and Logic Sessions by September 30, 2025.
- Gunnison County DHHS shall offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County shall increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS shall provide outreach, education and support services to increase the number of licensed home providers. Support at least 3 individuals through the family child care home licensing process by September 30, 2025.

Acceptance Criteria

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Community-Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	October 1, 2024 - September 30, 2025
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation RFA

Program Contact Name, Title	Lana Athey- Early Childhood Services Supervisor
Phone	970-642-4667
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise - Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Percent of Time on Project	FFY 2025 Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work	$98,440	$22,620	10.00%	$12,106
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work.	$85,162	$33,694	10.00%	$11,886
Early Childhood Resource Navigator	Provides support to family child care homes as well as	$61,526	$8,840	10.00%	$7,037
Health Navigator Bilingual	Provides interpretation and translation support to	$64,001	$5,000	10.00%	$6,900
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	$60,406	$5,000	25.00%	$16,352
				Total Personnel Services (including fringe benefits)	**$54,281**

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	FFY 2025 Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	2 Bilingual and 2 English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	$6,614	$6,614	$0
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	$9,000	$9,000	$0
Total Contractors/Consultants		**$15,614**	**$15,614**	**$0**

Travel

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
Travel	Mileage, lodging, per diem	$250
	Total Travel	**$250**

Supplies & Operating Expenses

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
Computer	1 computer for staff	$1,655
Office Supplies	Supplies for meetings, workshops, classes	$200
	Subtotal	**$1,855**
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Crisis and Respite Care Emergency funding	Costs to support monthly emergency childcare for families	$3,000
	Subtotal Items removed from MTDC	**$3,000**
	Total Supplies & Operating Expenses	**$4,855**

Training and Technical Assistance

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC	$0
	Total Training and Technical Assistance	**$0**
	TOTAL DIRECT COSTS	**$75,000**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$72,000**

Indirect Costs

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC	$0
	Total Indirect	**$0**
	TOTAL	**$75,000**

***Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)**

COLORADO
Department of Early Childhood

Exhibit C

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT B)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: https://forms.gle/QTXGEabvipymdsfd8 upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

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.

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 s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

   i. Reserved.

COLORADO
Department of Early Childhood

EXHIBIT E - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**;
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is **2203COBCAP**;
   iv. The Federal award date is **06/28/2023**;
   v. The subaward period of performance start date is **10/01/2024** and end date is **09/30/2025**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY25	**$75,000**	**$75,000**	**$75,000**

   vii. Federal award project description: **Community-Based Child Abuse Prevention Grants**;
   viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Christy Scott; Division of Community and Family Support Director; christy.scott@state.co.us; 720-595-8903.**
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.590,** name is **Community-Based Child Abuse Prevention Grants**, and dollar amount is **$1,470,735.00**;
   x. This award **is not** for research & development;
   xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the General Provisions and Exhibit A – Statement of Work.
3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – the Statement of Work, Exhibit C- Additional Provisions.**
4) Subrecipient's approved indirect cost rate is **CDEC negotiated rate of 0%.**

5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work.**
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☒ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **insert reference to exhibit that contains match information**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC 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 CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

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

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

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

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

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

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

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

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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

1.1.13.2. Is not organized primarily for profit; and

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

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

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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

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

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

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

1.1.21.1. Salary and bonus;

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

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

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

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

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

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

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

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

2. COMPLIANCE.

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

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

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

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

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

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

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

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

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

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

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

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

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

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

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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

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

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

COLORADO
Department of Early Childhood

EXHIBIT F, SAMPLE OPTION LETTER

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**

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

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement 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 Agreement, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement 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 Agreement 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 Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D, Executive Director _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Laura Curnow, CDEC Controller Option Effective Date:_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Cover All Coloradans Community

Action Requested: Other Grant Application Approval

Parties to the Agreement: Health Care Policy and Finance (HCPF)

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

Summary:

HHS would like to apply for $25,000 for the Ambassador program for Cover All Coloradans. Outreach and education services for immigrants to enroll in new health care insurance program.

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: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Cover All Coloradans Community Ambassador Application / Cubertura Para Todos los Habitantes de Colorado Solicitud de Embajador de la Comunidad

Program Overview: Community organizations (known as ambassadors) will partner with the Colorado Health Institute (CHI) and the Colorado Department of Health Care Policy and Financing (HCPF) to outreach, engage and enroll pregnant people and children regardless of their immigration status into Colorado's Medicaid and CHP+ programs for coverage beginning on January 1, 2025. Community organizations will do this through education, outreach, the distribution of messaging about the Cover All Coloradans program, as well as other strategies that the ambassadors may see as fit to achieve the program goals. This includes preparing for and facilitating multiple enrollment sessions for people who will qualify for Cover All Coloradans expansion beginning January 1, 2025.

Background: House Bill 22-1289, known as Health Benefits for Children and Pregnant Persons or the Cover All Coloradans bill, was passed by the Colorado state legislature and signed into law by Governor Polis in 2022. HB22-1289 expands health coverage to children and pregnant people who lack a qualifying immigration status and live in Colorado. This law makes sure children and pregnant people up to 12 months postpartum, regardless of their immigration status, can see a doctor and get care when they need it. Medicaid and CHP+ will begin to take applications from pregnant people and children regardless of their immigration status starting January 1, 2025.

Descripción general del programa: Las organizaciones comunitarias (conocidas como embajadores) se asociarán con el Instituto de Salud de Colorado (CHI) y el Departamento de Política y Financiamiento del Cuidado de la Salud de Colorado (HCPF) para difundir, involucrar e inscribir a las personas embarazadas y a los niños, independientemente de su estado migratorio, en los programas Medicaid y CHP+ de Colorado para la cobertura a partir del 1 de enero de 2025. Las organizaciones comunitarias harán esto a través de la educación, la divulgación, la distribución de mensajes sobre el programa Cover All Coloradans, así como otras estrategias que los embajadores puedan considerar adecuadas para lograr los objetivos del programa. Esto incluye preparar y facilitar múltiples sesiones de inscripción para las personas que calificarán para la expansión de Cover All Coloradans (Cubertura Para Todos los Habitantes de Colorado) a partir del 1 de enero de 2025.

Antecedentes: El proyecto de ley 22-1289 de la Cámara de Representantes, conocido como Beneficios de Salud para Niños y Personas Embarazadas o proyecto de ley Cover All Coloradans, fue aprobado por la legislatura del estado de Colorado y promulgado por el gobernador Polis en 2022. HB22-1289 amplía la cobertura de salud a niños y personas embarazadas que carecen de un

estatus migratorio calificado y viven en Colorado. Esta ley garantiza que los niños y las personas embarazadas hasta 12 meses después del parto, independientemente de su estatus migratorio, puedan ver a un médico y recibir atención cuando la necesiten. Medicaid y CHP+ comenzarán a recibir solicitudes de personas embarazadas y niños, independientemente de su estatus migratorio, a partir del 1 de enero de 2025.

Email *

mwacker@gunnisoncounty.org

To begin your application for the Community Ambassador Program, please select your preferred language./Para comenzar su solicitud para el Programa de Embajador Comunitario, por favor seleccione su idioma preferido.
*

English

Español

English - Cover All Coloradans Community Ambassador Application

The goals of this community ambassador program are to:

1. Increase knowledge and understanding of the Cover All Coloradans coverage expansion in local communities and among eligible individuals.
2. Facilitate enrollment for people who will be eligible for expanded coverage.

Interested ambassador organizations will meet the following criteria:

1. Is a community-based organization, Federally Qualified Health Center, safety net clinic, and/or a Certified Application Assistance Site.
2. Conducts outreach to the community and/or facilitates enrollment into social welfare programs including Medicaid and CHP+.
3. Serves or has the ability to reach immigrant communities.
4. Provides services to people who are able to get pregnant and children.
5. Offers services in varying languages and works with non-English-speaking communities.
6. Operates in the state of Colorado.
7. Has capacity to engage in the program activities outlined in the scope of work.

Eligible organizations should apply by September 23, 2024. You will receive notification about your application status by early October.

Please note that your application responses will be emailed to you.

For questions or support please email Robbin Meneses at menesesr@coloradohealthinstitute.org.

If you are interested in learning more about the scope of work and responsibilities for this program, please click here for detailed information.

Applicant Information

Email *

mwacker@gunnisoncounty.org

First Name and Last Name *

Margaret Wacker

Organization Name *

Gunnison County Health and Human Services - Multicultural Resource Services

Doing Business As (DBA) Name

Gunnison County

Are you using a Fiscal Sponsor?
*

Yes

No

If so, what is your Fiscal Sponsor's Name

Employer Identification Number (EIN)
*

84-6000770

Address (I.E. 1999 Broadway)
*

220 North Spruce Street

Address 2 (I.E. Suite 600)

City *

Gunnison

State *

CO

Zip Code *

81230

Funding Request

How much funding are you requesting? Ambassadors can receive up to $25,000.
*

$25,000

Organizational Background

Has your organization previously served as an ambassador for this program?
*

Yes

No

What type of organization are you?
*

Local Public Health Agencies

Regional Accountable Entities

K - 12 School or School District

Community Based Organization - 501(c)3

Clinical Site

Certified Application Assistance Site

Other:

How many full and part-time staff work at your organization?
*

24 full and 22 part-time staff

What was your operating budget for the most recently completed fiscal year?
*

Under $249,999

$250,000 to $499,999

$500,000 to $1,999,999

$2,000,000 and up

In a few sentences, please state the goal or mission statement of your organization. *

The mission of the Gunnison County Department of Health and Human Services (HHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. Our HHS Multicultural Resource Services team is made of one full-time and two part-time bilingual and bicultural staff members who outreach to the immigrant community and provide health navigation and interpretation services, with the goal of increasing access to health resources for immigrants. This team works closely with Human Services eligibility team to help immigrants access social services support, as well as the Family Planning clinical staff.

Geographic and Demographic Focus

Please select all the regions where the majority of your work will take place, specifically for in-person activities. This includes office locations used for enrollment sessions that cover these regions. Select all that apply. If your work spans the entire state, please select only the last option. **(Based on the Colorado Department of Public Health and Environment. For more information, click here.)** *

- Region 1: Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties
- Region 2: Larimer County
- Region 3: Douglas County
- Region 4: El Paso County
- Region 5: Cheyenne, Elbert, Kit Carson, and Lincoln Counties
- Region 6: Baca, Bent, Crowley, Huerfano, Kiowa, Las Animas, Otero, and Prowers Counties
- Region 7: Pueblo County
- Region 8: Alamosa, Conejos, Costilla, Mineral, Rio Grande, and Saguache Counties
- Region 9: Archuleta, Dolores, La Plata, Montezuma, and San Juan Counties
- ☑ Region 10: Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties
- Region 11: Jackson, Moffat, Rio Blanco, and Routt Counties
- Region 12: Eagle, Garfield, Grand, Pitkin, and Summit Counties
- Region 13: Chaffee, Custer, Fremont, and Lake Counties

Region 14: Adams Counties

Region 15: Arapahoe Counties

Region 16: Boulder and Broomfield Counties

Region 17: Clear Creek, Gilpin, Park, and Teller Counties

Region 18: Weld County

Region 19: Mesa County

Region 20: Denver County

Region 21: Jefferson County

Entire state of Colorado

Does your organization serve pregnant or postpartum people and/or children?
*

People Who Are Able to Get Pregnant Only

Children Only

Both

None

Does your organization offer services in other languages besides English? If so, which language(s)?
*

Spanish, and also a Guatemalan language, Popti

What populations does your organization most often reach with your services? If you have a breakdown by demographic, please include that. (Example answer: My organization serves the Black/African American community in Aurora. About 50% of our clients identify as Black or African American.)
*

We estimate that 40% of our clients at HHS are primarily Spanish speaking. We serve primarily low income people who access services such as Medicaid, food assistance, child care assistance, and our public health clinics.

Programmatic Experience and Capabilities

Is health coverage a current focus of your organization? Please describe in detail how health coverage is or is not a part of your organization.

*

We are local public health agency, so providing health care access through our family planning and immunization clinics is a primary activity. We also have worked on access to health care for immigrants for over 20 years through our Multicultural Resource Services. Also our Human Services team does eligibility for Medicaid. Our organization is the lead on enrolling immigrants in OmniSalud through outreach events and individual assistance.

Please describe how your organization engages with the community? For example, do you conduct outreach and education or other engagement activities? Please provide detailed examples.

*

Our Multicultural Resource Services team conducts outreach and education events for the immigrant community at least monthly, typically twice per month. In partnership with other community organizations we average close to 5 events for immigrants per month. We do direct outreach through WhatsApp and texting. For example in September of last year we participated in Immigrantes Unidos, Welcoming Week events for a week in September engaging the community in immigrant integration, Juntos (a highschool/parent education program in partnership with Colorado State University Extension Office), the Gunnison Valley Health/HHS Education Night, and Choice Pass night with local Juvenile Services Department.

Please share how you have previously supported similar programs. Specifically, what services or activities has your organization already implemented that could be leveraged for the Cover All Coloradans program? How have you engaged the community in the past? What established mediums does your organization currently use to connect and communicate with your communities?

*

Our organization already engages with the immigrant community to enroll them in Medicaid, OmniSalud, and other programs such as food assistance and housing resources. We help immigrants with appointments with their countries consulate so that they can obtain the documentation for drivers licenses. We hold education events to help immigrants feel a sense of belonging and to be able to integrate into the community. We partner frequently with other organizations on outreach events for immigrants. For instance we hold monthly health education events in partnership with our local hospital. We communicate with the community through WhatsApp and texting, as well as through FaceBook.

Has your organization previously participated in direct or indirect enrollment activities for social welfare programs such as Medicaid, CHP+, or other similar initiatives? *

Yes

No

If so, please describe your experience, including the scope of enrollment activities, the target populations served, and the outcomes achieved.

We have done direct enrollment activities for OmniSalud for the past two years. We work with a local health insurance provider to do the enrollment. The target population was Spanish speaking immigrants who do not have health insurance. We enrolled an estimated 100 people the first year and currently we are up to 230 individuals. This is much more than expected given our population. We also held education nights on how to use health insurance. The result is more immigrants accessing health care services through the hospital. We've seen changes in the hospital system in order to better service immigrants and offer more language access as a result of the increased demand through more people having OmniSalud.

Are you a certified enrollment site? *

Yes

No

Unsure

Create your own Google Form
Report Abuse

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchase Order; POGG1 IHFA 2025-150; Family First

Action Requested: Motion

Parties to the Agreement: Colorado Department of Human Services and Gunnison County

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

Summary:

Family First (2) grant for 24/25 to support youth services and mental health support

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/12/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

STATE OF COLORADO

COLORADO

FINANCIAL SERVICES
Telly Belton, Controller

PROCUREMENT DIVISION
1575 Sherman St., 6th Floor
Denver, Colorado 80203
Phone: Remote
FAX 303-987-4610

Jared Polis
Governor

Michelle Barnes
Executive Director

April 29, 2024

RE: RFA IHFA 2024000210 Family First Transition Act Funds

Good morning,

This letter is to inform you that Colorado Department of Human Services (CDHS) has completed the evaluation of applications received in response RFA IHFA 2024000210 Family First Transition Act Funds. CDHS intends to award the following organizations the work identified in the solicitation:

All American Families dba Families Plus
Aurora Mental Health and Recovery
Blue Channel Therapy
Broomfield Human Services
Chaffee County Department of Human Services
Gunnison County
Jefferson County Public Schools
Mesa County Department of Human Services
North Range Behavioral Health
Parent Possible
Safehouse Progressive Alliance for Nonviolence, Inc.
San Luis Valley Behavioral Health Group
The Dale House Project

> *Provided no protest regarding this solicitation and award is received prior to 5:00 PM Mountain on 5/6/24, it is the intent of the CDHS to enter into a contractual agreement with the identified vendor in compliance with the terms and conditions stated in the solicitation, published addenda, and the response proposal. Final award will be contingent upon successful contract discussions.*

Thank you again for your proposal and interest in this important project. If you would like to leave feedback about any part of the solicitation process, please provide the feedback at the following link: https://docs.google.com/forms/d/e/1FAIpQLScIgv9lgrT3x5AGzcvT1xkvpucrRhhN5QJ23vLcbyfvc2smaw/viewform

Sincerely,

Toby Erxleben
Procurement Manager

STATE OF COLORADO

Department of Human Services

ORDER

Number: POGG1,IHFA,202500000150

Date: 9/4/24

Description:

FFTF R5 Gunnison County

Effective Date: 08/02/24

Expiration Date: 06/30/25

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

CHILD WELFARE
1575 SHERMAN ST. 2ND FL.
DENVER, CO 80203

BUYER

Buyer: Tianna Sarrosa

Email: tianna.sarrosa@state.co.us

VENDOR

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

Contact:

Phone:

SHIP TO

CHILD WELFARE
1575 SHERMAN ST. 2ND FL.
DENVER, CO 80203

SHIPPING INSTRUCTIONS

Delivery/Install Date:

FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

The desired result of the funding is to ensure youth and families have timely access to a continuum of prevention services embedded in the school and in the community. The funding will allow for targeted and indicated prevention for youth in the school with Inspire mentors, social emotional learning support and embedded school-based clinicians.

Reference: RFA IFHA 2023*0220

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$175,000.00	☐

Description: Gunnison County

Service From: 08/02/24 Service To: 06/30/25

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

REASON FOR MODIFICATION

Change Order Number: 1

STATE OF COLORADO

Department of Human Services

Modification issued to change vendor address, per EC 2414573.

DOCUMENT TOTAL = $175,000.00

Statement of Work:

Goal 1: By September 30, 2025 Gunnison County will increase prevention efforts at the universal, indicated and targeted levels to help ensure that youth and families have timely access to a continuum of community-based, prevention-focused services that meet their needs, promote safety and well-being and keep families together.

Objective	Whom	When	Measure	Milestone
Hire SEL Coordinator	Juvenile Services (JS)	9/24	hired	NA
Identify/Hire Mentors	Gunnison Valley Mentors (GVM)	12/24	hired	NA
Hire school-based clinicians	Gunnison Valley Health (GVH)	9/24	hired	NA
Identify parent facilitators and parent coach	Health and Human Services (HHS)/JS	8/24	Contract/hired	By October 2024, contracted and training complete
Provide Direct Services to youth in school through continuum of services - universal-SEL, indicated-Inspire mentor, targeted – school-based clinician	GVH, GVM. JS	9/24-9/25	Number of youths served	By September 2025,10% increase in number of youth directly served in-school
Provide Nurturing parenting program 2x per year 12 families per session – universal prevention	JS/HHS	9/24-9/25	Pre-post surveys	By February 2025 one NPP delivered with at least 10 families participating.
Improve the quality and sustainability of rural behavioral health care through a coordinated continuum of prevention services that are evidence-based and informed by the community	JS/HHS/GVH/GVM	9/25	Hired positions/ document increased number of youth served	By, September 2025, at least 50 youth will be served in new prevention services.

Exhibit B - Budget Template

PROJECT BUDGET

FFTA = Family First Transition Act

Applicant Name/Organization:	Gunnison County				
Name of Proposed Project:	Continum of Prevention Services				
Project Period: ***(State Fiscal Year)***	**From:**	4/1/24	**To:**	9/30	
Contact Name, Email & Phone:	**Kari Commerford kcommerford@gunnisoncounty.**				
INCOME	**Budget Year 1**		**Budget Year 2**		**Budget**
			(multi-year requests only)		
Source	**FFTA**	**Other Sources**	**FFTA**	**Other Sources**	**FFTA**
FFTA request	$ 9,311		$ 165,689		
Other Government Grants & Contracts (specify)					
Other Foundations (specify)					
Individual Contributions					
Fundraising Events/Products					
Patient / Client Fees					
Other (specify)					
Total FFTA	$ 9,311		$ 165,689		$ -
Total Other		$ -		$ -	
Total Income		$ 9,311		$ 165,689	

PROJECT BUDGET
(continued, if applicable)

Applicant Name/Organization	Gunnison County				
Name of Proposed Project:	Continum of Prevention Services				
EXPENSES	**Budget Year 1**		**Budget Year 2**		**Budget**
			(multi-year requests only)		
Item	**FFTA**	**Other Sources**	**FFTA**	**Other Sources**	**FFTA**
Salaries & Wages					
(break down by individual position and indicate full- or part-time)					
In-school support-Mentor $32/hr/wk/20hr/32 wks			$ 20,480		
Social Emotional Learning Coordinator - elementary @ 10hrs./wk/$32/hr./10wks for year 1 10hrs/$32/40wks	$ 3,200		$ 12,800		
Parent Coach $36/hr. x 10hrs. Wk. 52wks.			$ 18,720		
Total Salaries & Wages	**$ 3,200**	**$ -**	**$ 52,000**	**$ -**	**$ -**
Fringe Benefits					
Social emotinal learning coordinator $6/hr x 100 for year 1 $6/hr. x 400	$ 600		$ 4,000		
In-school Support x$6/hr x 20x32 weeks			$ 3,840		
Parent Coach $6/hr. x 10 x 52			$ 3,129		
Total Fringe Benefits	**$ 600**	**$ -**	**$ 10,969**	**$ -**	**$ -**
contracted services					
Nurturing Parent Program Adult Faciliators x 2 x $50 x 60hrs. X 2 sessions	$1,261		$8,000		
Nurturing Parent Program youth facilitator x 2 x $35 x 60 x 2 sessions	$ 1,250		$ 8,400		
Inspire Mentor - Gunnison Valley Mentors $28/hr.wk/20hrs.			$ 29,120		
School-based clinician $45 x 30hr./wk.x40weeks			$54,000		
Occupancy					
Postage & Delivery					
Printing & Copying					

Professional Development & Training - NPP facilitator training	$3,000				
Supplies - parent support $200x8weeks x 2			$ 3,200		
Telephone / Fax / Internet					
Travel					
Other (specify) ex. Subcontracts					
Indirect Costs*					
Total FFTA	$ 9,311		$ 165,689		$ -
Total Other		$ -		$ -	
Total Expenses		$ 9,311		$ 165,689	

)/25
Year 3
Other Sources
$ -
$ -

Year 3
Other Sources
$ -
$ -

$ -
$ -

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Contract Amendment #8; Contract

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

GHECC - Colorado Dept. of Early Childhood Contract - Requesting Approval of Contract - If approved a DocuSign will come through for County Manager's Signature

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

COLORADO
Department of Early Childhood

INTERGOVERNMENTAL CONTRACT AMENDMENT #8

SIGNATURE AND COVER PAGE

<table>
<tr>
<td>State Agency
Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246</td>
<td>Original Contract Number
21 IHIA 159833</td>
</tr>
<tr>
<td>Contractor
Gunnison County
220 North Spruce Street
Gunnison, CO 81230</td>
<td>CTGG1 QAAA 2025-294 A8
GAE QAAA 2025-153</td>
</tr>
<tr>
<td rowspan="2">Current Contract Maximum Amount
Initial Term
State Fiscal Year 2021 $63,450*
*Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $5,506,000
• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $511,134
• Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $424,096
The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).
CTGG1 IHIA 2021-029
GAE QAAA 2021-040

Extension Terms

State Fiscal Year 2022 $89,280*
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $6,283,201
• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $505,000
The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).

CTGG1 IHIA 2022-027
GAE IHIA 2022-104</td>
<td>Contract Performance Beginning Date
July 1, 2020</td>
</tr>
<tr>
<td>Current Contract Expiration Date
June 30, 2025</td>
</tr>
</table>

State Fiscal Year 2023 **$108,040*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $7,626,301, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $647,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2023-095 GAE QAAA 2023-103 **State Fiscal Year 2024** **$112,072*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $5,344,341, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $627,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2024-194 GAE QAAA 2024-172 **State Fiscal Year 2025** **$100,041*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $4,611,001, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $655,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2024-194 for AOC and FCCHN CTGG1 QAAA 2025-294 for ECSB, CSQI and Navigator GAE QAAA 2025-153 **Total for All State Fiscal Years** **$472,883***	

Signature Page begins on next page →

COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Gunnison County	**STATE OF COLORADO** Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director
_____ By:Matthew Birnie, County Manager	_____ By: Stephanie Beasley, Deputy Executive Director
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Laura Curnow, CDEC Controller

Amendment Effective Date:_____

COLORADO
Department of Early Childhood

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 **October 1, 2024**, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment increases funds for SFY25 services and amends Exhibits A, B, and G.

5. MODIFICATIONS

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

A. **Increase the Contract Amount for SFY25 by $16,086 from $83,955 to $100,041 and Increase the Maximum Amount for All State Fiscal Years from $456,797 to $472,883.** 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.

B. **Exhibit A – Statement of Work**
Exhibit A – Amendment #8, which is attached and incorporated by this Amendment, shall replace Exhibit A – Amendment #7 of the Original Contract.

C. **Exhibit B – Budget**
Exhibit B – Amendment #8, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #7 of the Original Contract.

D. **Exhibit G, Supplemental Provisions for Federal Awards**
Exhibit G – Amendment #8, which is attached and incorporated by this Amendment, shall replace Exhibit G – Amendment #7 of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Statement of Work (SOW)

Early Childhood Systems Building (ECSB)

Colorado Shines Quality Improvement (CSQI)

Availability and Outreach (A&O)

Family Child Care Home Navigation (FCCH)

Expanding Quality in Infant Toddler Care Initiative (EQIT)

Gunnison County
220 North Spruce Street
Gunnison, CO 81230

As Fiscal Agent for:

Gunnison Hinsdale early childhood Council

ABBREVIATIONS

- CACFP – Child and Adult Care Food Program
- CCCAP – Colorado Child Care Assistance Program
- CDA – Child Development Associate
- CDEC – Colorado Department of Early Childhood
- EC – Early Childhood
- ECC – Early Childhood Council
- ECE – Early Childhood Education
- ECMH – Early Childhood Mental Health
- EQ – Expanding Quality
- EQIT – Expanding Quality Infant Toddler
- GAE – General Accounting Encumbrance
- GHECC - Gunnison Hinsdale Early Childhood Council
- HOA – Home Owners Association
- ID - Identification
- ITS-C – Infant/Toddler Specialist Coaching
- MOU – Memorandum of Understanding
- NTYC - Nurturing the Young Child Conference
- PDIS – Professional Development Information System
- QI – Quality Improvement
- QRIS – Quality Rating and Improvement System

Statement of Work (SOW)
Early Childhood Systems Building (ECSB)

Introduction/Background

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to "improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state." According to the legislation, these Councils were established "for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community". ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

Scope of Work

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

Period of Performance

July 1, 2024 - June 30, 2025

Work Plan

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements. The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the CDEC on an annual basis.**				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2024 - June 30, 2025	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Early Childhood Services Supervisor	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2024 - June 30, 2025	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Early Childhood Services Supervisor	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2024 - June 30, 2025	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Early Childhood Services Supervisor	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2024 - June 30, 2025	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Early Childhood Services Supervisor	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2024 - June 30, 2025	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2024 - June 30, 2025	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2024 - June 30, 2025	Data tracking requested measures annually	Data is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2024 - June 30, 2025	Submitted Evaluation Report annually	Evaluation Report is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2024 - June 30, 2025	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Early Childhood Services Supervisor	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	**Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.** **At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2025 and annually thereafter.**				
Key Activity D: Nurturing the Young Child Conference					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2025	The NTYC Conference shall provide at least 5 training hours	List of Attendees, number of training certificates given	Early Childhood Services Supervisor	Personnel and Annual Conference

Schedule/Milestones

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	Jul 1, 2024-June 30, 2025	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	Jul 1, 2024-June 30, 2025	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the CDEC.	By January 31, 2025	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By May 1, 2025.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Participate as needed in the Shared Measures data collection	Jul 1, 2024-June 30, 2025	GHEC shall participate in Shared Measurement Tool Data sharing as required.

Acceptance Criteria

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Statement of Work (SOW)
Colorado Shines Quality Improvement (CSQI)

Introduction/Background

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

Scope of Work

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high-quality program (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high-quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

Period of Performance

July 1, 2024 – June 30, 2025

Work Plan

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality program (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2024 – 6/30/2025	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	• Number of quality Level 2 targeted child care providers • Number of providers contacted and given information	Quality Improvement Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2024 – 6/30/2025	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	• Number of QI Coaching hours provided • Total funds spent by providers on QI materials • Total funds spent on professional development training • Colorado Early Childhood Credential level of provider staff members • Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating • Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 • Number of CCCAP eligible children that receive high-quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality program (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2024 – 6/30/2025	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	• Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children • Number of quality Level 3-5 providers that contact CCCAP staff in their County • Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement • Number of CCCAP eligible children that receive high-quality child care services	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel

CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**				
Key Activity B: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2024 – 6/30/2025	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2024 – 6/30/2025	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	Number of providers receiving technical assistance Number of technical assistance hours provided Number of providers registered on Colorado Shines Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2024 – 6/30/2025	Encourage local child care providers to take action on increasing the quality of their care with accurate information	Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome Statement	**Increase the number and percentage of children receiving child care subsidy being served in a high-quality program.**				
Key Activity C: CCCAP Children Served in High Quality Programs					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2024 – 6/30/2025	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	• Number of meetings with agenda • Number of participants and agency representation • Number of children receiving CCCAP	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2024 – 6/30/2025	Support providers to get accurate information, training and technology on the CCCAP program	• Number of providers with County CCCAP fiscal agreement • Number of providers that accept CCCAP in Colorado Shines	Early Childhood Services Supervisor and QI Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	Number of Communities meetings with agendas and participants	QI Navigator	Personnel

Schedule/Milestones

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high-quality program (Level 3-5).	July 1, 2024 – June 30, 2025	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2024 – June 30, 2025	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information

Measurement	Schedule	Deliverables
Increase the number and percentage of children receiving child care subsidy being served in a high-quality program.	July 1, 2024 – June 30, 2025	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2024 – June 30, 2025	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

Acceptance Criteria

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Statement of Work (SOW)
Availability and Outreach (A&O)

Introduction/Background

The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

Scope of Work

The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.

Period of Performance

July 1, 2024 – June 30th 2025

A&O Work Plan					
Key Activity A: Develop methods for their local child care providers to report open child care slots.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2024 - September 30th, 2024.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Early Childhood Resource Navigator	Personnel

A&O Work Plan					
Key Activity B: Conduct frequent contacts with each child care provider in their catchment area					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text, call, email or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines.	July 1st, 2024 – June 30, 2025	-Frequent contacts are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Early Childhood Resource Navigator	Personnel
A&O Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	July 1st, 2024 - September 30th, 2024	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Early Childhood Resource Navigator	Personnel

A&O Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2024 – June, 30th 2025	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Connecting providers with other supports, as requested, such as assistance with licensing or accessing quality improvement supports	July 1st, 2024 – June, 30th 2025	Regular outreach is conducted with all licensed providers to check in on their programs and identify any needs they might have and resources that might be helpful to their program.	-tracking of outreach and list of resources programs are referred to.	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel

Schedule/Milestones

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30, 2025	outreach methods are created to allow for easy reporting on open child care slots.
Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	September 30, 2024	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	June 30, 2025	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

Acceptance Criteria

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Statement of Work (SOW)
Family Child Care Home Navigation (FCCH)

Introduction/Background

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

Scope of Work

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)
- Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.
- Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)
- Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;
- Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.
- Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.
- Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;

Period of Performance

July 1, 2024 - June 30, 2025

Work Plan

FCCH Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1st, 2024- June 30, 2025	The Early Childhood Resource Navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	Early Childhood Resource Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	July 1st, 2024- June 30, 2025	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	Early Childhood Resource Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1st, 2024- June 30, 2025	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	Early Childhood Resource Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1st, 2024- June 30, 2025	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	Early Childhood Resource Navigator	Personnel
Connect FCCH providers with CSQI Navigators	July 1st, 2024- June 30, 2025	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	Early Childhood Resource Navigator QI Navigator and Coach	Personnel
FCCH Work Plan					
Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Share information with new and existing FCCH providers around HB21-1222 and SB21-077	July 1st, 2024- September 30th, 2024	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	Early Childhood Resource Navigator	Personnel

FCCH Work Plan					
Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments	July 1st, 2024- June 30, 2025	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	Early Childhood Resource Navigator	Personnel

FCCH Work Plan					
Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1st, 2024- June 30, 2025	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	Early Childhood Resource Navigator	Personnel

FCCH Work Plan					
Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.	July 1st, 2024- June 30th, 2025	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	Early Childhood Resource Navigator	Personnel

FCCH Work Plan					
Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	July 1, 2024- June 30, 2025	The Early Childhood Resource Navigator shall participate in technical assistance and training opportunities offered throughout the year.	-Participation in technical assistance and community of practice	Early Childhood Resource Navigator	Personnel

Schedule/Milestones

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options	June 30, 2025	The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.
Document outlining new legislation is created and shared with FCCH providers.	September 30th, 2024	The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.
Early Childhood Resource Navigator shall participate in 75% of the technical assistance and training opportunities offered by the Early Childhood Resource Navigator Project Manager.	September 30th, 2024	The FCCH navigator's participation shall be tracked.
At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	June 30, 2025	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30, 2025	· Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

Statement of Work (SOW)

Expanding Quality in Infant Toddler Care Initiative

Introduction/Background

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

Scope of Work

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to $50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

Period of Performance

July 1, 2024 - June 30, 2025

Work Plan

EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.**				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2024 - June 30, 2025	The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement. The EC Council and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.	Quarterly Reporting includes: ● Description provided of efforts to contact, coordinate, and collaborate with key stakeholders ● Detailed description of connections between EQ and other quality improvement work. ● Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants	Early Childhood Services Supervisor or EQ Staff.	Personnel

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook. Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.	● By June 30, 2025 provide detailed annual course plan with advertising ● By June 30, 2025 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses ● Materials are requested at least 2 weeks before start date of EQIT course ● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025 including participant PDIS ID. ●EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by June 30, 2025	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2024 - June 30, 2025	● Course participants complete EQ Initiative online data collection survey	100% of Course participants shall complete	EQ Staff	Personnel

Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced ● Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2025	EQ staff	Personnel
Infant Toddler Specialist-provided coaching	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook. **24** of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced	Corrine Jaeger – EQIT trainer and Coach	Personnel

Schedule/Milestones

- The GHECC will submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 25 EQIT course(s) and coaching to include dates and instructors/coaches by June 30, 2025. This plan will include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC will order materials for FY 25 Fall EQIT course(s) by July 30, 2024 and will order materials for FY 25 Spring EQIT course(s) by November 30, 2024.
- The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by June 30th 2025.
- The GHECC will complete 2 EQIT courses of training by June 30, 2025.
- The GHECC will complete 24 hours of EQ-funded Coaching by June 30, 2025.
- The GHECC will submit required quarterly reports by October 31, 2024, January 31, 2025, April 30, 2025 and **June 30, 2025**.

Acceptance Criteria

The acceptance of all EQ Initiative deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Expanding Quality in Infant Toddler Care Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Fiscal Agent for Gunnison Hinsdale Early Childhood Council)
Budget Period	July 1, 2024 - June 30, 2025
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) Availability of Care (AOC) Family Child Care Home Navigator (FCCHN) Navigator

Program Contact Name, Title **Phone** **Email**	**Lana Athey, Early Childhood Services Supervisor** **970-641-3244** lathey@gunnisoncounty.org
Fiscal Contact Name, Title **Phone** **Email**	**Jody Wise, Senior Accountant** **970-641-7679** jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **SFY 2025**

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	Availability of Care (AOC)	Family Child Care Home Navigator (FCCHN)	Navigator	Total Amount Requested from CDEC
Community Health Manager	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9%, CCR&R 0%, FCCH 0%)	$105,061	$34,320	12.00	19.00%	$ 13,938	$ 12,544	$ -	$ -	$ -	$ -	$ 26,482
Early Childhood Services Supervisor	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 15%, CSQI 12%, CCR&R 0%, FCCH 0%)	$84,968	$32,240	12.00	25.00%	$ 16,409	$ 12,893	$ -	$ -	$ -	$ -	$ 29,302
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	$73,841	$11,440	12.00	13.00%	$ -	$ 11,087	$ -	$ -	$ -	$ -	$ 11,087
Early Childhood Resource Navigator Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	$61,526	$8,840	12.00	65.80%	$ -	$ 704	$ -	$ 3,870	$ 4,855	$ 14,073	$ 23,502
					Total Personnel Services (including fringe benefits)	**$ 30,347**	**$ 37,228**	**$ -**	**$ 3,870**	**$ 4,855**	**$ 14,073**	**$ 90,373**

Contractors/Consultants (payments to third parties or entities) — **SFY 2025**

Name	Description of Item	ECSB Total Amount Requested from CDEC	ECSB Allowable in MTDC calculation	ECSB Unallowable in MTDC	CCQI Total Amount Requested from CDEC	CSQI Allowable in MTDC calculation	CSQI Unallowable in MTDC	CCR&R Total Amount Requested from CDEC	CCR&R Allowable in MTDC calculation	CCR&R Unallowable in MTDC	AOC Total Amount Requested from CDEC	AOC Allowable in MTDC calculation	AOC Unallowable in MTDC	FCCHN Total Amount Requested from CDEC	FCCHN Allowable in MTDC calculation	FCCHN Unallowable in MTDC	Navigator Total Amount Requested from CDEC	Navigator Allowable in MTDC calculation	Navigator Unallowable in MTDC	Total Amount Requested from CDEC	Total Amount Allowable in MTDC	Total Amount Unallowable in MTDC
	No costs shall be reimbursed by CDEC for this category	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Contractors/Consultants	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Travel — **SFY 2025**

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Navigator	Total Amount Requested from CDEC
Travel in the region and to Denver	Trips to Denver for Early Childhood Council Leadership Alliance (ECCLA) and/or Rocky Mountain Early Childhood Council (RMECC). 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	$ 1,691	$ 429	$ -	$ -	$ -	$ 527	$ 2,647
	Total Travel	**$ 1,691**	**$ 429**	**$ -**	**$ -**	**$ -**	**$ 527**	**$ 2,647**

Supplies & Operating Expenses — **SFY 2025**

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Navigator	Total Amount Requested from CDEC
Computer Cost/Information Technology (IT) Charge	67% of 1 laptop @$3,000/year = $2,100.	$ 1,200	$ 900	$ -	$ -	$ -	$ -	$ 2,100
Advertising/Education	Print media and social media, outreach materials, thank yous	$ 300	$ -	$ -	$ 198	$ 230	$ -	$ 728
Office Supplies	Papers, Pen, Markers, Printer Ink, etc.	$ 100	$ -	$ -	$ -	$ -	$ -	$ 100
Meeting/Events Costs	Materials, Food for meetings or celebrations, venue rental fees, etc.	$ -	$ 250	$ -	$ -	$ -	$ -	$ 250
Annual Conference	Space rental, speakers, materials, food, awards	$ -	$ 643	$ -	$ -	$ -	$ -	$ 643
Registration Fees	RMECC or Other Trainings	$ 1,200	$ -	$ -	$ -	$ -	$ 400	$ 1,600
	Subtotal	**$ 2,800**	**$ 1,793**	**$ -**	**$ 198**	**$ 230**	**$ 400**	**$ 5,421**

Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Navigator	Total Amount Requested from CDEC
Tuition Reimbursement	Tuition reimbursement after completion of ECE courses that are not covered by CDEC. ☐	$ 600	$ -	$ -	$ -	$ -	$ -	$ 600
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials, or other expenses related to quality improvement	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000
	Subtotal Items removed from MTDC	**$ 1,600**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,600**
	Total Supplies & Operating Expenses	**$ 4,400**	**$ 1,793**	**$ -**	**$ 198**	**$ 230**	**$ 400**	**$ 7,021**
	TOTAL DIRECT COSTS	**$ 36,438**	**$ 39,450**	**$ -**	**$ 4,068**	**$ 5,085**	**$ 15,000**	**$ 100,041**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 34,838**	**$ 39,450**	**$ -**	**$ 4,068**	**$ 5,085**	**$ 15,000**	**$ 98,441**

Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]								SFY 2025
Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Navigator	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Indirect	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL	$ 36,438	$ 39,450	$ -	$ 4,068	$ 5,085	$ 15,000	$100,041

PERCENTAGE OF BUDGET BY PROJECT							SFY 2025
	ECSB	CSQI	CCR&R	AOC	FCCHN	Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT	36%	39%	0%	4%	5%	15%	100%

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

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Department of Early Childhood

EXHIBIT **G – Amendment #8**- Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County Colorado Government**;
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is:
      - **CCDF Discretionary – 2402COCCDD;**
      - **ARP Discretionary – 2101COCDC6;**
   iv. The Federal award date is
      - **CCDF Discretionary – 1/31/2024**
      - **ARP Discretionary – 4/14/2021**
   v. The subaward period of performance start date is
      - **CCDF Discretionary** – **10/01/2023** and end date is **09/30/2026**;
      - **ARP Discretionary – 10/01/2020** and end date is **09/30/2024**

vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FY25	**CCDF Discretionary = $44,328*** **ARP Discretionary = $9,153**	**CCDF Discretionary = $44,328*** **ARP Discretionary = $9,153** ***An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $4,567,739 (CCDF Discretionary) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.**	**CCDF Discretionary = $44,328*** **ARP Discretionary = $9,153**

vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund**;
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund;**

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 710 South Ash Street, Building C, Glendale, CO 80246 Karen.Enboden@state.co.us; 303.866.5014**;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is

- **CCDF Discretionary – CFDA 93.575, name is Child Care and Development Block Grant Act of 1990, and dollar amount is $14,220,255;**
- **ARP Discretionary – CFDA 93.575, name is Child Care and Development Block Grant Act of 1990, and dollar amount is $178,553,758;**

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit**

3) **A – Statement of Work and Exhibit F – Additional Provisions.**

4) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit**

5) **A – Statement of Work and Exhibit F – Additional Provisions.**

6) Subrecipient's approved indirect cost rate is **the CDEC negotiated rate of 0%**.

7) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC 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.

8) The appropriate terms and conditions concerning closeout of the subaward are listed in **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions**.

9) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

10) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC 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 CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

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

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

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

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

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

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

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

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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

1.1.13.2. Is not organized primarily for profit; and

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

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

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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

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

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

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

1.1.21.1. Salary and bonus;

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

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

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

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

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

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

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

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

2. COMPLIANCE.

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

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

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

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

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

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

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

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

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

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

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

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

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

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

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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

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

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT
SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2021 $60,000* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $3,486,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $470,000 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $166,750 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13. General Accounting Encumbrance (GAE). Extension Terms N/A Maximum Amount for All Fiscal Years $60,000*	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020 **Initial Contract Expiration Date** June 30, 2021 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds, Child Care Development Block Grant, CFDA 93.575; Colorado Preschool Development Grant, CFDA 93.434	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A
State Representative Stacey Kennedy, Director, Child Care Quality Initiatives Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.866.5016 Email: Stacey.Kennedy@state.co.us	**Contractor Representative** Margaret Wacker, Co-Coordinator of the Early Childhood Council Gunnison County 220 North Spruce Street Gunnison, CO 81230 Phone: 970.641.7913 Email: mwacker@gunnisoncounty.org

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Exhibits

The following Exhibits are attached and incorporated into this Contract:
A - Statement of Work
B - Budget
C - Colorado Shines Business Rules
D - Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules
E - HIPAA Business Associate Agreement
F- Additional Provisions
G - Supplemental Provisions for Federal Awards

Contract Purpose

Gunnison County shall be the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels.

Signature Page begins on next page →

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: Matthew Birnie DF57D9FBAE8C463... By: Matthew Birnie, County Manager Date: 6/8/2020	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by: Mary Anne Snyder D542F7A428374C6... By: Mary Anne Snyder, Director, Office of Early Childhood Date: 6/8/2020
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416...

By:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date: 6/23/2020

-- Signature and Cover Pages End --

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

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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

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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.**

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

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the

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

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

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

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

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v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

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Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

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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

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technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

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

G. Primacy of Coverage

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

H. Cancellation

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

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

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recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

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

K. Certificates

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

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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

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accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13**, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

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under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

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In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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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

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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

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any

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act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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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

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to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

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term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

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21. SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A

STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

GUNNISON COUNTY
220 N. SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL (GHECC)

JULY 1, 2020 – JUNE 30, 2021

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INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community”. ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) through Gunnison County shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

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Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.** **The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.** **An evaluation plan and report are submitted to the OEC on an annual basis.**				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2020 - June 30th, 2021	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2020 - June 30th, 2021	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Assistant Council Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2020 - June 30th, 2021	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2020 - June 30th, 2021				
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2020 - June 30th, 2021	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2020 - June 30th, 2021	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2020 - June 30th, 2021	Data tracking requested measures annually	Data is submitted to the OEC	Council Coordinator	Personnel

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Exhibit A

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Create an Evaluation Report, based on the strategic plan	July 1, 2020 - June 30th, 2021	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2020 - June 30th, 2021	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Coordinator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30th, 2021.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30th, 2021	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31st, 2020	The GHECC shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
Annual Nurturing the Young Child Conference	By December 31, 2020	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 50 attendees attending the conference and 3 obtaining 0.5 CEU by December 31st 2020.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT (CQSI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.
6. **Continuing Education for Early Childhood Service Providers -** Offer an annual conference to early childhood service providers to help them in obtaining the required 15 hours of continuing education each year.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

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Exhibit A

WORK PLAN

WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3- 5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

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Exhibit A

WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP *in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)*; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2020 – 6/30/2021	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**				
Key Activity: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 as new or newly	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided	Quality Improvement Navigator	Personnel

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WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
shall need to take to maintain these ratings	interested providers are identified		✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account		
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2020 – 6/30/2021	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel
WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase the number and percentage of children receiving child care subsidy being served in a high quality program.**				
Key Activity: ***Children Served in High Quality Programs***					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2020 – 6/30/2021	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2020 – 6/30/2021	Support providers to get accurate information, training and technology on the CCCAP program	✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines	Early Childhood Council Coordinator and QI Navigator	Personnel

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Exhibit A

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2020 – 6/30/2021	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2020 – 6/30/2021	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level. At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31st, 2020 and annually thereafter.				
Key Activity A: ***Nurturing the Young Child Conference***					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31, 2020	The NTYC Conference shall provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Co-Coordinator	Personnel and Annual Conference

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SCHEDULE/MILESTONES

Workplan Activity	Schedule	Milestone
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2020 – June 30, 2021	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 69%. Engagement is defined as Level 2 or higher.	July 1, 2020 – June 30, 2021	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Maintain the percentage of children on CCCAP who are in a high quality program at or above 80%. Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2020 – June 30, 2021	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2020 – June 30, 2021	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2021.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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Exhibit A

STATEMENT OF WORK (SOW)
EXPANDING QUALITY IN INFANT AND TODDLER CARE INITIATIVE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

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Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2020-June 30, 2021	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to hold a Community Baby Shower. Council staff shall outreach to Red Rocks Community College and continue to talk to Technical College of the Rockies to offer course credit to EQIT participants.	Co-Coordinator or EQ Staff.	Personnel
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2020-June 30, 2021	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential.	✓By July 30, 2020 provide annual course plan with advertising ✓By July 30, 2020, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative ✓Materials are requested at least 2 weeks before start date of EQIT course. ✓Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2021 ✓EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. ✓Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2020-June 30, 2021	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel

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Work Plan					
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2019-June 30, 2020	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021, and each time coaching is reimbursed/invoiced Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed plan for FY 20 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2020. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The GHECC shall order materials for FY 20 Fall EQIT course(s) by July 30, 2020.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2020.
- The GHECC shall submit required quarterly reports by October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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Exhibit B

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2020 - June 30, 2021
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

Program Contact Name and Title	Margaret Wacker, Co-Coordinator of the Early Childhood Council
Phone	970.641.7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name and Title	Jody Wise, Senior Accountant
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **FY 2020-2021**

Position Title/ Employee Name	Description of Work and Fringe Benefits include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Co-Coordinator / Margaret Wacker	Manages the budgets and contracts, oversees quality improvement activities, leads planning processes, and assists in writing grants.	$73,278	$32,926	23%	$ 10,620	$ 13,807	$ 24,427
Co-Coordinator / Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	$59,030	$12,210	33%	$ 12,111	$ 11,398	$ 23,509
Outreach Assistant	Outreach to and support home child care providers and Family Friend and Neighbor Care providers.	$40,997	$22,277	5%	$ 3,164	$ -	$ 3,164
Quality Improvement Coach	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$57,491	$4,597	5%	$ -	$ 3,104	$ 3,104
	Total Personnel Services (including fringe benefits)				**$ 25,895**	**$ 28,309**	**$ 54,204**

Contractors/Consultants (payments to third parties or entities) — **FY 2020-2021**

Name	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**

Travel — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
Travel to Denver for ECCLA meetings, the Rocky Mountain Early Childhood Conference, and to council meetings and coaching visits throughout the region (Crested Butte and Lake City)	ECSB: 3 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230 x 3 = $690, plus lodging for 6 nights at $100/night = $600 and 7 days of per diem @ $66= $462. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20. CSQI: 1 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230, plus lodging for 2 nights at $100/night = $200 and 2 days of per diem @ $66= $132. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20.	$ 1,847	$ 657	$ 2,504
	Total Travel	**$ 1,847**	**$ 657**	**$ 2,504**

Supplies & Operating Expenses — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
Computer Cost/IT charge	ECSB: 33% of 2 laptops @ $3,000 per year; CSQI: 17% of 2 laptops @ $3,000 per year	$ 1,000	$ 500	$ 1,500
Advertising/Education	Newspaper advertisement x 2 @ $60 per ad/ Social Media Boosts 2 @ $50 each	$ 220	$ -	$ 220
Office Supplies	Printing, pens, folders, paper	$ 150	$ -	$ 150
Meeting/Event costs	Food costs, 2 parenting/Family Friend and Neighbor/ Spanish Speakers meetings @ $200/meeting and $100 for 6 ECC meeting snacks	$ 500	$ -	$ 500
Partial Stipends to help meet licensing requirements	Partial stipends for licensed child care providers or those applying for a childcare license to meet licensing requirements.	$ 388	$ -	$ 388
Annual Conference	Venue Rental	$ -	$ 534	$ 534
	Total Supplies & Operating Expenses	**$ 2,258**	**$ 1,034**	**$ 3,292**

Training and Technical Assistance — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
	Total Training and Technical Assistance	**$ -**	**$ -**	**$ -**

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TOTAL DIRECT COSTS		**$ 30,000**	**$ 30,000**	**$ 60,000**
MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.		**$ 30,000**	**$ 30,000**	**$ 60,000**
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				**FY 2020-2021**
Item	**Description of Item**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
Total Indirect		**$ -**	**$ -**	**$ -**
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		**$ 30,000**		
TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)			**$ 30,000**	
TOTAL AMOUNT REQUESTED FROM CDHS				**$ 60,000**
PERCENTAGE OF BUDGET BY PROJECT				**FY 2020-2021**
		ECSB	**CSQI**	**Total Percentage**
PERCENTAGE OF BUDGET BY PROJECT		50%	50%	**100%**

***Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)**

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Colorado Shines Business Rules

Colorado Shines Quality Rating and Improvement System

The Colorado Shines Quality Rating and Improvement System is the primary measure of the effectiveness of quality improvement activities. The Colorado Shines framework includes five standard areas that research has shown are related to program quality: Workforce and Professional Development; Family Partnerships; Leadership, Management and Administration; Learning Environment; and Child Health. In addition to accumulating the total number of points required for each Level 3-5 rating, programs must meet minimum levels of quality as measured by the appropriate Early Childhood Environment Rating Scale (ERS). Colorado Shines quality standards apply to all licensed child care centers, family child care homes, and district and charter-based preschool programs serving children prior to kindergarten entry. This rating system is a block and point system with Levels 1 and 2 based on meeting standards outlined in each block and Levels 3 through 5 based on an accumulation of points. Programs that meet current early education and care program-licensing criteria will receive a Level 1 quality rating. Level 1 demonstrates that a program is meeting licensing standards and holds a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1. There are no requirements that programs be rated beyond the licensing requirement of a Level 1.

Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/home) and number of classrooms. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and may change based on the more prescriptive manner as outlined in the Early Childhood Council Strategic Plan, School-Readiness Plan and Quality Improvement Program Memorandum of Understanding (QI MOU) that is executed with each participating child care program. Quality improvement resources are based on available funding and may be prioritized to support the Office of Early Childhood strategic priorities.

Quality improvement incentives offered at Levels 1 and 2 include funding to support the readiness assessment, which determines a program's ability to meet the Levels 3 through 5 quality indicators as well as the programs quality improvement planning.

Allowable Use of Quality Improvement Supports and Incentive Funding

All licensed program quality improvement supports and quality incentive funding must be linked to goals noted within the child care program Colorado Shines Quality Improvement Plan (QIP). Programs can choose to access coaching, professional development, temporary teacher funds, and early learning materials.

1. **Coaching** - Colorado Shines offers a coaching model that supports all five quality standards. Coaching includes intensive support offered by subject matter experts to enhance particular aspects of quality. This support can occur in person or remotely, for example via phone, email, or video conference. This model incorporates practice-based coaching which focuses on planning and goal setting, focused observation, reflection and sharing teaching practices. Coaches are required to hold a coaching credential to coach within this framework. Coaching rates include direct classroom coaching and indirect coaching activities (preparing, following up, logging coaching, travel, coach professional development).
2. **Professional Development and Temporary Teacher Funds** - Participating programs may utilize quality improvement funding to compensate for professional development activities for

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their staff. Allowable activities include qualifying Early Childhood Education college coursework, conferences, training, and substitute teacher reimbursement for professional development purposes.

3. **Early Learning Materials** - Classroom materials, such as non-consumable materials for the child care learning environment.
4. **Tiered Reimbursement** - Detail for the Tiered Reimbursement Plan shall be reflected in the Early Childhood Council(s) school-readiness plan in cases where tiered reimbursement will be included as a quality incentive strategy for licensed program grant awards. Colorado Shines Quality Improvement funding may only be used to augment existing provider rates for programs being supported at a Colorado Shines high quality (Levels 3-5).

Funds to support **capital improvements** in programs that serve infants and toddlers may be available through an application to and approval from the Office of Early Childhood, Colorado Department of Human Services. State approval depends on available funding and strength of the request.

Quality Incentive Funding Formula and Business Rules

Quality improvement incentives are monetary awards within Colorado Shines which are generally intended to help support the costs of improving program quality and/or maintaining program quality. Quality improvement incentives are related to a program's Colorado Shines QIP, are conditioned on the achievement and advancement of quality levels in Colorado Shines, and are intentionally focused on the statewide priorities and goals. Awards are structured to encourage programs to engage in Colorado Shines, serve children with high needs, and improve quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System supporting early learning programs to increase or maintain quality through the implementation of quality improvement activities. This includes program level support from Quality Improvement Navigators and Coaches.
All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE), which is a payment structure whereby each participating Early Childhood Council contract will include the full amount of the GAE as a "not to exceed" statement and can draw down from the GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand.

Business Processes for the Distribution and Tracking of the Incentives

Early Childhood Councils serve as Quality Improvement Incentive Administrators for Colorado Shines. This is consistent across all quality improvement programs funded through the Office of Early Childhood, Colorado Department of Human Services.

The Colorado Shines technology system is integrated with the Professional Development Information System, ecConnect System, and other authoritative data sources to minimize self-report data and provide a coordinated end-user experience to child care programs. Quality Improvement Incentive Administrators will use the ecConnect System to administer the child care quality improvement applications, approve and allocate quality improvement incentive funds, close-out, and renew quality improvement programs. Internal controls and approval workflows have been built into the system to support compliance and the use of best practices for grant expenditure documentation and timesheet management. This allows for enhanced grant management oversight and analysis.

Initial and Ongoing Licensed Program Eligibility Criteria

In order to be eligible and participate in a Colorado Shines quality improvement program, each early care and learning program must minimally meet the following requirements:

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1. Hold a current, permanent child care license and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll children prior to kindergarten entry.
3. Hold a Colorado Shines Level 2 or higher at the time of application. Please see the Hardship Program Eligibility and Award section below for clarification if a program has not achieved a Level 2.
4. Maintain a Colorado Child Care Assistance Program (CCCAP) fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile. Please see the Hardship Program Eligibility and Award section below for clarification if a program does not have a CCCAP fiscal agreement.
5. Submit an application for quality improvement and incentive supports within the Quality Improvement tab of the program profile within the program of the Colorado Shines Technology System.

Hardship Program Eligibility and Award

Licensed Programs rated in the Colorado Shines system can apply for a one-time hardship award for the following reasons, approved by the Office of Early Childhood, provided the program is serving a high needs population as defined in the School Readiness Quality Improvement Program Rules (7.716.12 CCR); and has a demonstrated hardship as follows:

1. The program is a Level 1, holds a CCCAP fiscal agreement and is actively making progress toward achieving a Level 2 quality rating in which additional funding would support Level 2 achievement or;

2. The program is a Level 2 or higher, unable to execute a CCCAP Fiscal agreement and additional funds would support the provider in entering into a CCCAP fiscal agreement or;

3. The program is a Level 2 and additional funds would support them to earn a high quality rating Level 3-5 by June 30, 2020 (a fiscal agreement is not required) or;

4. The program is a Level 3 through 5 with an expiration date before July 1, 2020 and additional funds would support the program earning their high quality rating by June 30, 2020 (a fiscal agreement is not required).

Licensed programs are only eligible for an award based on a hardship once during the current and future State Fiscal Years. Program awards for eligibility criteria 1 and 2 above, will be awarded fifty percent of the award amount when the Colorado Shines QI MOU is executed and the remaining award amount once the hardship issue has been resolved (Level 2 rating is earned or CCCAP fiscal agreement is in place and the program profile indicating the acceptance of CCCAP) Programs have a six month timeframe or until April 15, 2020 to meet these requirements, whichever is earlier. Program awards for eligibility criteria 3 and 4 above will result in the full award with when the Colorado Shines QI MOU is executed with the expectation the program earns a high quality rating Level 3-5 by June 30, 2020.

The funding for these applications is available from July 1, 2020 - December 31, 2020.

Once awarded, programs meeting eligibility criteria for 1 and 2 above must meet the following criteria in order to continue participation in a Colorado Shines quality improvement program:

1. Execute and comply with the QI MOU.
2. Achieve and maintain a Level 2 within five months or by April 15, 2020 whichever is earlier, of the QI MOU execution date.

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3. Meet QIP requirements by including the results of the Colorado Shines Readiness Assessment or program results of a Level 3 through 5 onsite assessment into the QIP.
4. Maintain a CCCAP fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
5. Submit an application to be rated for Level 3-5 or attain a Level 3-5 alternative pathway within an 18-month period and maintain a high-quality Colorado Shines Level 3-5 rating.

Once awarded, programs meeting eligibility criteria for 3 and 4 above must earn a high quality rating Level 3-5 by June, 2020.

The Office of Early Childhood will be providing information regularly regarding eligible licensed programs, based on the above criteria.

Early Learning Program Improvement in Rating to Maintain Eligibility

Programs participating in the Colorado Shines quality improvement program must demonstrate specific and measurable gains in order to remain eligible. It is expected that programs at Level 1 or Level 2 submit for an onsite Colorado Shines assessment (Level 3-5 rating) within 18 months of signing a Memorandum of Understanding (MOU) with the Early Childhood Council. It is the responsibility of the program and the Early Childhood Council to monitor and submit for an onsite assessment timely. All programs are subject to the following expectations, based on their Colorado Shines level:

- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 2 must re-rate within an 18 month time period.
- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 3 must meet one of the following criteria in the subsequent onsite rating to maintain eligibility for funding:
    - Increase their average environment rating scale score; or,
    - Increase their total quality points earned; or,
    - Earn a Colorado Shines Level 4 or 5
- Early childhood education programs that earn a Colorado Shines Level 4 or 5 must maintain their Level 4 or 5

Early childhood education programs that do not maintain a Colorado Shines Level 3, 4, or 5 during a rating cycle must re-rate within 18 months.

Other Program Eligibility as defined by State Priorities

In the event other State priorities are identified, additional eligibility requirements for licensed programs may be defined for quality improvement supports and incentives.

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Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules

Program Overview

The EQ Initiative works to increase the quality and availability of high quality infant toddler care that meets the unique developmental need infants and toddlers have for responsive relationships through a specific focus on improving caregiver-child interactions. Activities include the facilitation of relationship-based, high quality professional development for infant and toddler early care educators (e.g. EQIT Course and EQ RELATE Coaching, LENA Grow), professionals serving infant toddler caregivers (e.g. EQ Infant Toddler Specialists), and supports for the provision of these including technical assistance to Early Childhood Councils and other partners. The primary activities of the EQ Initiative, the 48-hour EQIT Course and EQ RELATE Coaching, are facilitated through the local Early Childhood Council.

Early Childhood Councils must satisfy the following conditions in order to receive technical assistance to develop Infant Toddler Specialist capacity in the local community:

1. Describe the infant and/or toddler child care landscape including the presence of children under the age of three who participate in child care and/or the need for such care.
2. Describe the current capacity for providing relationship-based professional development, including EQ Initiative-certified Infant Toddler Specialist Trainers and Coaches.

Early Childhood Councils must satisfy the following conditions in order to implement the EQIT course and EQ RELATE Coaching:

1. Two approved EQIT Instructors who have completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) are noted for each EQIT requested course.
2. EQIT instructors must hold a current Colorado Shines Professional Development Information System (PDIS) Trainer Credential by June 30, 2020.
3. Enrollment in each EQIT course is expected to include 20-25 participants in non-rural communities, and 12-16 in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for smaller courses. Each course is expected to include 75% or more infant and toddler serving-professionals in the non-rural communities and 50% or more infant and toddler-serving professionals in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for courses not serving primarily infant and toddler-serving professionals.
4. EQ RELATE Coaching can be provided when there is an approved coach who has been trained in using the EQ RELATE coaching model and holds a current Colorado Coaching Credential. EQ RELATE Coaching will be offered to all EQIT participants who serve infants and toddlers, with the expectation that each

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infant toddler early care educator participating in EQIT receive a minimum of 3 hours of EQ RELATE Coaching. EQ RELATE Coaching can be offered within the 2 years following enrollment in an approved EQIT course.

5. EQIT Course and EQ RELATE Coaching may only be conducted using materials approved by the EQ Initiative. All 16 modules and the full 48 hours of instruction must be completed in-person for each EQIT Course.
6. A budget including description of plan for use of registration fees received for EQIT courses has been provided to and approved by the EQ Initiative Program Manager. A fee of no more than $50 can be charged per participant.
7. Description of any college-level course credit connected with EQIT and a contact for the local credit-offering institution.

More detailed information about implementing EQIT courses and coaching can be found in the EQ Implementation Handbook.

Early Childhood Councils must satisfy the following conditions in order to implement other approved relationship-based professional development for infant and toddler early care educators:

1. One EQ Infant Toddler Specialist who has completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) and holds a current Trainer Credential. If the approved opportunity includes coaching, the individual must also hold a current Coaching Credential.

Allowable Use of EQ Initiative Funding

All Early Childhood Councils with qualified EQ Infant Toddler Specialists (employees or contractors) can access the EQ General Accounting Encumbrance (GAE) funds for the provision of high-quality, evidence-based professional development for infant toddler early care educators and infant toddler specialists to support the following:

1. **EQIT Course.** Allowable activities include payment of instructors, purchase of materials utilized during the EQIT course, registration expenses, planning and coordination expenses, EQIT course orientation, financial support for one or more EQ team members to participate in Early Childhood Council meetings to inform infant and toddler issues and activities. Approval is pending available funds and at the discretion of the State.
2. **EQ RELATE Coaching.** Coaching is reimbursed only for direct hours of coaching, defined as observation and reflection with infant toddler early care educators and directors of programs serving infants and toddlers, who are enrolled in approved EQIT courses or infant and toddler-focused professional development. Prior approval of the EQ Initiative program manager is required for any other use of funds designated for EQ RELATE Coaching. Approval is pending available funds and at the discretion of the State.
3. **Relationship-Based Professional Development.** Additional courses of training and coaching may be offered with pre-approval of the EQ Initiative program manager. Prior approval of the EQ Initiative program manager is required for use

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of funds. Pre-approved coursework and coaching may include, and are not limited to LENA Grow, Touchpoints, Cradling Literacy, The Growing Brain Training, and Promoting First Relationships, and infant and toddler-focused professional development approved by both the Colorado Shines Training Alignment and the EQ Initiative Program Manager. EQ RELATE Coaching can be provided in response to all of these courses. Approval is pending available funds and at the discretion of the State.

4. **Professional Development**. Allowable activities for Infant Toddler Specialist professional development include attendance at and registration for approved conferences and trainings. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State. An EQ Infant Toddler Specialist is someone who has completed foundational training and maintains minimum annual requirements with the EQ Initiative and can provide coaching and/or training in a local community.
5. **Reflective Practice Supervision/Support**. Allowable activities include payment to Infant Toddler Specialists who provide EQ RELATE Coaching, for their time and/or to be applied to the provision of reflective practice supervision/support for those who do not otherwise have access to such support as is required to maintain their Colorado Coaching Credential. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
6. **Mileage/Travel Reimbursement.** Councils may request reimbursement for two categories of travel costs incurred by Infant Toddler Specialists. These requests must be pre-approved prior to the travel occurring. First, reimbursement for specialists providing EQ RELATE Coaching to EQIT participants who work more than 35 miles from the primary location of the specialist. Second, travel reimbursement for the Infant-Toddler Specialist to attend approved professional development opportunities. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
7. **EQIT Course Materials**. Funds may be requested to purchase required EQIT course materials. This does not include consumable materials such as EQIT Handout Packets or office supplies. Approval for EQIT course materials is pending available funds and at the discretion of the State.

GAE Funding and Business Rules

All EQ Initiative funding is accessible through a General Accounting Encumbrance (GAE). Each Early Childhood Council contract will include the full amount of the EQ GAE as a "not to exceed" statement and can draw down from the EQ GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand. These funds will be available to councils so long as funding is available in the EQ GAE and councils have pre-approval for the expense where required. EQ Initiative funding is intended to support EQ Infant Toddler Specialists to provide evidence-based training and coaching to infant and toddler care providers and to build the capacity of the Infant Toddler Specialist Network in Colorado to serve those providers. Funds will be awarded through the GAE as follows:

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1. **EQIT Course.** Upon approval, Early Childhood Councils will be awarded $4,500 for each course approved through the GAE. This includes funding to support administration for each course approved through the GAE. Administration activities include coordination, marketing, data collection and reporting efforts.
    a. Prior approval is required to provide an EQIT course where 25% or more of the participants do not serve infants and toddlers in non-rural areas or 50% in rural areas, in addition to minimum course sizes of 12 in rural areas and 20 in non-rural areas.
2. **Coaching.** Upon approval, Early Childhood Councils will be awarded up to $50 for each requested coaching hour. Included in this rate are the cost of the coaching, the costs of travel, reflective supervision, and participation in professional development for EQ Infant Toddler Specialists. Councils are responsible for ensuring all coaching hours are conducted in order to reimburse for coaching AND for associated costs. Councils are encouraged to seek other funding to supplement the hourly direct coaching rate, and the rate reimbursed by the state shall not exceed $50/hour of coaching. Adjustments to coaching hours and coaching rate may occur in cases where the demand or capacity for coaching changes.
    a. In order to be eligible to receive coaching, individuals must care for infants and toddlers and be/have been enrolled in an EQIT course and/or another EQ-Initiative approved course of professional development in the past 2 years.

Invoice Process

Payments for approved activities will be made from the GAE on a cost reimbursement basis. Reimbursement for coaching hours requires documentation that includes coaching hours provided to whom and by whom. This is documented via the EQ reporting spreadsheet. Councils are required to maintain quarterly reporting requirements for coaching hours.

Professional development, reflective supervision/consultation, mileage/travel, and EQIT course materials will be reimbursed based on budgets approved by the EQ Initiative Program Manager only. In order for funds to be released through the GAE, each Early Childhood Council must provide the following for each EQIT Course:

a. Name of each Infant Toddler Specialist supporting the course, including a copy or other verification of a current Trainer Credential certificate.

b. Name of each individual providing EQ RELATE coaching, including a copy or other verification of a current Coaching Credential certificate.

c. Copy of advertisement materials (e.g., fliers, social media posts, newsletter blurbs, or websites).

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d. An overview for the expected use of the EQIT Course GAE award. In cases where a Council is charging a registration fee, Councils are required to include a description for how these fees will be used. This information must be submitted using Exhibit EQ-B.

Reporting Requirements

Early Childhood Councils implementing EQ activities must report the following:

1. **Quarterly EQ RELATE Coaching Reports.** On a quarterly basis information for the completed coaching activities. Report includes name, contact information, employer and license number of the EQIT participant, number of coaching hours received, and name of coach. These reports are due (period of report): Oct 31 (July 1-Sept 30), Jan 31 (Oct 1- Dec 31), April 30 (Jan 1- March 31), June 15 and End of Year (April 1 – anticipated by June 30). EQ reporting spreadsheet must be used for this report.

2. **EQIT Courses**. Upon completion of each EQIT course, Early Childhood Councils must report the EQIT Course, enrollment counts, name of participant, role, program name and license number, any earned credit, for each individual. Individual data will be collected on the EQ reporting spreadsheet. Per course data including the number of people earning credit and the community college contact, the number enrolled and completing, number of infants and toddlers served by participants, the names of the course instructors, dates of the course. All course level data will be collected electronically.

3. **EQIT Course Certificate Request.** Upon completion of the EQIT course, Early Childhood Councils must request the issuance of an EQIT Course Certificate. Certificates may be requested up to two weeks in advance of the scheduled end date of the EQIT course and must be requested within two weeks following the scheduled end date of the courses.

4. Early Childhood Councils may also be required to provide other data as requested by EQ Initiative State team.

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Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

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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

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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.

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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.

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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.

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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

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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

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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.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

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ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 6th. Contractors who are unable to provide the invoice by July 6th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

E. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of

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funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract will supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT B)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

10. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: http://eepurl.com/ccRiDP upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

11. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

12. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $3,486,000 to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $470,000 shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A** – Statement of Work and **Exhibit D** – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

    a) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

    b) Invoices shall be submitted separately for pre-approved EQIT expenditures.

    c) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).
   The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

    a) $4,200 per EQIT Course;
    b) $300 per EQIT Course to support data and reporting; and
    c) $27 per hour for EQ RELATE Coaching.

   Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

3. **PROGRAM INCOME**
   In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

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C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds not to exceed $166,750 shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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EXHIBIT **G** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **CCDF - G2001COCCDD; PDG - 90TP0054**;
   iv. The Federal award date is **CCDF - 11/07/2019 / PDG - 12/27/2019**;
   v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY21	**CCDF - $37,806***	**CCDF - $37,806*** ***An appropriation for Quality Improvement (QI) and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $1,543,807 (CCDF - $907,057 - QI GAE; CCDF - $470,000 -EQIT GAE; PDG - $166,750 MG - GAE) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.**	**CCDF - $37,806***

   vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG)**;
   viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008**;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - $6,157,206; PDG - $14,523,560**;
   x. This award **is not** for research & development;

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xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0 %**.

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

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

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.

i. Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a

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financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

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

iii. Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.

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:

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

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

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

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

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

d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

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Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

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U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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. CDHS 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, CDHS 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 CDHS 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 CDHS may terminate the Contract in accordance with the termination provisions in the Contract.

16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS 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 CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #4; Contract No 23 QAAA 178558;

Action Requested: Other Approval to Move forward with submission

Parties to the Agreement:

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

Summary:

Gunnison Hinsdale Early Childhood Council Local Coordinating Organization Statement of Work and Budget for review and approval. Once approved the Colorado Department of Early Childhood will send an updated contract.

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

COLORADO
Department of Early Childhood

CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	**Original Contract Number** 23 QAAA 178558
Contractor Gunnison County 220 N.Spruce Street Gunnison, CO 81230	**Amendment Contract Number**
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $0.00* An appropriation for Local Coordinating Organizations (LCO) for the Colorado Universal Preschool Program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of $4,000,000, subject to appropriated funds which is split among other LCO vendors. See Exhibit C: Section 11. General Accounting Encumbrance (GAE). State Fiscal Year 2024 $69,694 Extension Terms State Fiscal Year 2025 $64,054 Total for All State Fiscal Years $133,748	**Contract Performance Beginning Date** October 27, 2022 **Current Contract Expiration Date** June 30, 2025

Signature Page begins on next page →

COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Gunnison County	**STATE OF COLORADO** Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director
_____ By: Matthew Birnie, County Manager Date: _____	_____ By: Mary Alice Cohen, Director, Office of Program Delivery Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Laura Curnow, CDEC Controller

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 July 1, 2024, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

The contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified plan with community partners for the successful rollout of Colorado Universal Preschool and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area. This Amendment extends the contract expiration date, increases funds for SFY25 services, amends Exhibits A, C, and G, deletes Exhibits D and F, and adds Exhibit H and Exhibit I.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from June 30, 2024 to June 30, 2025**

The 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. **Increase the Contract Amount for SFY25 by $64,054 and Increase the Maximum Amount for All State Fiscal Years from $69,694 to $133,748.**
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**
Exhibit A – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. **Exhibit C- Additional Provisions**
Exhibit C- Amendment #4 which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment #3 of the Original Contract.

E. **Exhibit D- HIPAA**
Exhibit D- Shall delete Exhibit D of the Original Contract.

F. **Exhibit F- Estimate of Amount to be Drawn Down for the GAE**
Exhibit F- Shall delete Exhibit F of the Original Contract

G. **Exhibit G – Budget**

Exhibit G – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

H. **Exhibit H- PII Certification**

Exhibit H – Amendment #4, which is attached and incorporated by this Amendment, shall be added to the Original Agreement.

I. **Exhibit I- Data Access Agreement**

Exhibit I – Amendment #4, which is attached and incorporated by this Amendment, shall be added to the Original Agreement.

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 (SOW)
LOCAL COORDINATING ORGANIZATIONS (LCOS)
COLORADO UNIVERSAL PRESCHOOL PROGRAM

INTRODUCTION/BACKGROUND

The Colorado Universal Preschool Program was created in the statute under HB 22-1295. The Colorado Department of Early Childhood (CDEC) launched the Colorado Universal Preschool Program in the 2023-24 school year, offering a minimum of part-time (10 hours/week) or half-day (15 hours/week) of high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten. Families can choose any participating licensed provider in the state. Additional state-funded hours may be available based on child or family circumstances that may impact kindergarten readiness.

A local coordinating organization (LCO) is a community agency or organization that is responsible for supporting access to and equitable delivery of early childhood and family support programs in the community. The LCOs role is to foster partnerships and create alignment to ensure the equitable provision of early childhood and family support programs. The LCO established and implemented a comprehensive, locally driven plan to achieve these goals.

SCOPE OF WORK

This scope of work is intended to:

- Implement a unified plan with community partners for the successful rollout of the Colorado Universal Preschool Program and longer-term birth to five goals for the delivery of comprehensive early childhood services and supports for the catchment area.
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.
- Support a mixed-delivery Colorado Universal Preschool Program system.

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Implement a unified plan with community partners for the successful implementation of the Colorado Universal Preschool Program and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.				
Key Activity A: Outreach and establish key stakeholder relationships to support Colorado Universal Preschool implementation					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Monthly provider and key stakeholder outreach around Universal Preschool Program.	July 1, 2024-June 30, 2025	Monthly provider meetings and key stakeholder outreach to update on COLORADO UNIVERSAL PRESCHOOL implementation and gather feedback from stakeholders to ensure successful implementation.,	Monthly meetings and outreach is completed.	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Key Activity B: Develop comprehensive community plan with stakeholders to support successful COLORADO UNIVERSAL PRESCHOOL implementation and long-term birth to five goals in alignment with Gunnison Hinsdale Early Childhood Council's Strategic Plan.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Meet with key stakeholders and providers to discuss prior year COLORADO UNIVERSAL PRESCHOOL implementation and ways to strengthen the Universal Preschool Program implementation in our region.	October 2024	Meeting to review COLORADO UNIVERSAL PRESCHOOL implementation and enrollment in years past and develop a strong community plan for future COLORADO UNIVERSAL PRESCHOOL enrollment and outreach.	Meeting is held	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Update community plan annually to ensure successful COLORADO UNIVERSAL PRESCHOOL enrollment and implementation	October 2024	Annually updated community plan for successful COLORADO UNIVERSAL PRESCHOOL implementation	Community Plan is updated annually	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.				
Key Activity A: Develop and implement plans to support providers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop plan for COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention.	December 2024	Development of a plan for COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention.	COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention plan is developed.	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Key Activity B: Support COLORADO UNIVERSAL PRESCHOOL providers through the program development and family application process.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Offer COLORADO UNIVERSAL PRESCHOOL sign up nights at provider sites during application period.	February 2025-April 2025	Offer COLORADO UNIVERSAL PRESCHOOL sign up nights at provider sites during application period. Provide the necessary technology at each COLORADO UNIVERSAL PRESCHOOL application event and/or supporting sites in organizing COLORADO UNIVERSAL PRESCHOOL application event at venues that have necessary technology available	COLORADO UNIVERSAL PRESCHOOL sign-up night support is offered at all COLORADO UNIVERSAL PRESCHOOL provider sites.	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
Offer a monthly provider update meeting, phone call, or email to all COLORADO UNIVERSAL PRESCHOOL providers.	July 1, 2024-June 30, 2025	Offer a monthly provider update meeting, phone call, or email to all COLORADO UNIVERSAL PRESCHOOL providers to ensure understanding of any adjustments in the COLORADO UNIVERSAL PRESCHOOL program or other pertinent information.	Monthly provider updates are offered throughout the year	Early Childhood Resource Navigator	Personnel

Offer enrollment events at local libraries to assist families in applying for COLORADO UNIVERSAL PRESCHOOL.	February 2025-April 2025	For families that are not already enrolled at a participating COLORADO UNIVERSAL PRESCHOOL site the LCO shall offer enrollment events at the local libraries to assist families in applying for COLORADO UNIVERSAL PRESCHOOL. Ensure that Spanish interpretation is available at each event.	Enrollment events occur	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
Invite community partners that serve families to attend COLORADO UNIVERSAL PRESCHOOL enrolment events.	February 2025-April 2025	Invite community partners that serve families to attend COLORADO UNIVERSAL PRESCHOOL enrolment events to promote other resources available to families in the community.	Community partners are invited	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Support a mixed-delivery Colorado Universal Preschool Program system				
Key Activity A: Outreach and establish relationships with community-based providers to ensure equitable engagement and participation of eligible providers.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular communication and outreach to families and providers to promote COLORADO UNIVERSAL PRESCHOOL and heighten community awareness around the importance of the early years.	July 1, 2024-June 30, 2025	Frequent communication shall be available to families and providers through various outlets (newspaper, social media, emails, provider newsletters, flyers, etc) on the COLORADO UNIVERSAL PRESCHOOL application process, application opening date, eligibility factors, the importance of preschool, etc.	Outreach is conducted on a regular basis throughout the year.	Early Childhood Resource Navigator	Personnel
Support all licensed providers in their decision-making process as they consider the pros and cons of becoming a COLORADO UNIVERSAL PRESCHOOL provider	July 1, 2024-June 30, 2025	Support licensed providers who are not already COLORADO UNIVERSAL PRESCHOOL providers through the decision making process as they consider becoming a COLORADO UNIVERSAL PRESCHOOL provider.	Support is offered on an as needed basis	Early Childhood Resource Navigator	Personnel

SCHEDULE/MILESTONES

Schedule/Milestones
Outcome 1: Implement a unified plan with community partners for the successful implementation of the Colorado Universal Preschool Program and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.
Outcome 2: Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.
Outcome 3: Support a mixed-delivery Colorado Universal Preschool Program system**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the CDEC, Colorado Universal Preschool. The designated program manager, along with the LCO Regional Specialists, shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT G**), of this contract.

A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT G)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources (this applies to SFY 2022- 2024) or State mileage rate per https://www.colorado.gov/pacific/osc/travel-fiscal-rule (this applies to SFY 2025).

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources (this applies to SFY 2022- 2024) or State per diem rate for the area of travel per https://www.colorado.gov/pacific/osc/travel-fiscal-rule (this applies to SFY 2025).

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: https://forms.gle/QTXGEabvipymdsfd8 upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor. This applies to SFY 2022-2024 and as of June 30, 2024, is no longer applicable.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

I. Payment for Local Coordinating Organizations (LCO) for the Colorado Universal Preschool Program to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for the following(this applies to SFY 2022- 2024):
II. i) Personnel – Salary and Fringe Expenses
III. Consultant Costs
IV. iii) Technology Costs
V. iv) Operating Expenses
VI. v) Travel – In-State Mileage and Travel Expenses
I. vi) Indirect

13. GIFT CARDS

A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations 45CFR75.406 and 45CFR75.302.A for more information.

14. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) § 376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.

B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.

C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2024- June 30, 2025
Project Name	Colorado Universal Preschool

Program Contact Name, Title	Lana Athey
Phone	970.642.4667
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: Health Insurance, Social Secutiry, Retirement, Paid Time Off	Gross or Annual Salary	Fringe	Percent of Time on Project	SFY 2025 Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	$84,968	$34,320	17%	$20,279
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around Colorado Universal Preschool. Provides support to families and providers for Colorado Universal Preschool.	$61,526	$8,840	37%	$26,035
Bi-Lingual Community Outreach	Regular outreach to licensed providers and Spanish speaking families around Colorado Universal Preschool. Provides support to families and providers for Colorado	$57,515	$7,460	15%	$9,746
Early Childhood Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$73,841	$11,440.00	2%	$1,706
				Total Personnel Services (including fringe benefits)	**$57,766**

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	SFY 2025 Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0
	Total Contractors/Consultants	**$0**

Travel

Item	Description of Item	SFY 2025 Total Amount Requested from CDEC
Travel	Travel for in-person visits to sites - travel to RMECC - regional meetings or meetings with partner organizations	$888
	Total Travel	**$888**

Supplies & Operating Expenses

Item	Description of Item	SFY 2025 Total Amount Requested from CDEC
Supplies	Paper,toner, pens, flip chart paper, etc.	$50
Computer/IT Cost	Laptop/IT expenses for staff members	$4,000
Registration	Registration Fee for RMECC or other conference	$400
Events	Food, Materials, Advertising, etc.	$500
Advertising	Newspaper Ads, Social Media	$500
	Total Supplies & Operating Expenses	**$5,400**

Training and Technical Assistance

Item	Description of Item	SFY 2025 Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0

	Total Training and Technical Assistance	**$0**
Items that cannot be included in Modified Total Direct Costs (MTDC) **Items listed in this section should not be included in other sections**		**SFY 2025**
Item	**Description of Item**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed in this category by CDEC	$0
	Total Items that cannot be included in MTDC	**$0**
	TOTAL DIRECT COSTS	**$64,054**
	MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.	**$64,054**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**		**SFY 2025**
Item	**Description of Item**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed in this category by CDEC	
	Total Indirect	
	TOTAL	**$64,054**

***Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)**

COLORADO
Department of Early Childhood

Exhibit H-Amendment #4

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, Matthew Birnie, on behalf of Gunnison County (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: Matthew Birnie
Title: County Manager
Date: _____

STATE OF COLORADO DATA ACCESS AGREEMENT EXHIBIT

1. **Defined Terms.**
   a) "Anonymized Data" means Data that has been properly De-identified.

   b) "API" means an application programming interface.

   c) "API System" has the meaning described in the recitals.

   d) "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient 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 Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

   f) "Care Coordination" means the coordination of healthcare or other services that support an individual's overall health and wellbeing.

   g) "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

   h) "Data" means the information described in **Attachment A**.

   i) "Data Breach" means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.

   j) "De-identified" means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, "De-Identified" means the removal of PII from the Data in accordance with HIPAA.

   k) "Destroy" means to permanently remove Data from a Party's or a Participating Agency's systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:

      i) the Media Protection section of the CJIS Security Policy for Data that qualifies as CJI, or

      ii) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant's normal course of business for all other Data.

   l) "Direct Access" has the meaning set forth in the CJIS Security Policy.

   m) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and subsequent Amendments.

n) "Indirect Access" has the meaning set forth in the CJIS Security Policy.

o) "OIT" means the Governor's Office of Information Technology.

p) "OIT Security Policies" means the security policies established by OIT to secure information held by State Agencies, which are available at: https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

q) "Party" means the Transferring Agency or Recipient, and "Parties" means both the Transferring Agency and Recipient.

r) "Role-Based Use Policy" means the most recent version of the the Data Trust policy that defines the various role-based purposes for which the Data can be used by Participating Agencies, which is hereby incorporated into this Agreement by reference, the current version of which is attached to this Agreement as **Attachment C**.

s) "State" means the State of Colorado.

t) "System" means the system described in **Attachment A**.

u) "Transferring Agency Confidential Information" means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.

v) "Transferring Agency Records" means any and all Transferring Agency data, information, and records, regardless of physical form.

2. **Access to Data.** Transferring Agency will provide access to the Data with Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies.

3. **Data Use and Restrictions.** Transferring Agency hereby grants Recipient a limited, revocable right to access and use, store, access, and process the Data solely for purposes of managing provider, family, and child enrollments in the Colorado Universal Preschool Program, to include making corrections and/or updates to provider, family, and/or child data on file in the Colorado Universal Preschool Application Portal, assisting families in locating appropriate programs for their children, assisting providers in ensuring that they are properly compensated for children in their care, and developing community action plans to support the provision of the Colorado Universal Preschool Program within the recipient's catchment area. (the "Purpose"). Specifically, Recipient may access the Universal Preschool Portal and shared spreadsheets to accomplish the work described in the Purpose.

a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.

b) **Restrictions on Access.** Recipient shall only disclose the Data it receives through the System to Recipient's personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy ("Authorized Individuals"). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.

c) **Access Control Policy.** Recipient acknowledges and agrees that access to the System is conditioned upon Recipient's development of a written policy describing the processes and procedures to be followed by Recipient to ensure only Authorized Individuals have access to the Data in accordance with the Role-Based Use Policy (the "Access Control Policy").

d) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient 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, if applicable; (ii) §8-72-107, C.R.S., 20 CFR 603; (iii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement if applicable. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State's Principal Representative.

e) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.

f) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.

g) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4.e** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's

request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.

h) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the System and the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.

i) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

j) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."

k) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

4. **Acceptable Use Policy.**

In accessing the System, Recipient agrees:

a) To comply with all applicable laws and regulations in its use of the System, including, but not limited to, any and all data privacy laws that may apply to Recipient's search, use, storage, access, or transfer of any Data;

b) To only access the System in accordance with the OIT Security Policies, which includes, but is not limited to, ensuring any APIs, software, or scripts developed by Recipient to interface, communicate, access, query, or transfer Data through the System comply with the OIT Security Policies;

c) Not to use the System or any Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;

d) Not to engage in any activity intended to harm, disrupt or infiltrate the System, including, but not limited to, introducing any malware, virus, "Trojan Horse" or other malicious code designed to disrupt the functionality of the System or enable the unauthorized access of the System or any Data.

e) Not to use the System or the Data for commercial purposes or any other purpose not authorized under this Agreement;

f) Not to share any Data accessed through the System 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;

g) To execute the PII Certification on an annual basis, starting from the Effective Date; and

h) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the System.

5. **Information Security Incident and Data Breach.**

a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.

b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

e) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.

6. **Liability.** Recipient shall be responsible for, and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.

7. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient access through the System. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.

8. **Injunctive Relief.** Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.

a) **Legal Requests.** Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

ATTACHMENT A

SYSTEM DESCRIPTION

The Local Coordinating Organizations will have access to the Universal Preschool Program Portal, Bridgecare, which will store and generate shared information related to families and students who have registered for Universal Preschool along with participating providers.

DATA TO BE ACCESSED

The data obtained through the Universal Preschool Portal will be children information including date of birth, name and family demographics, contact information, eligibility, and program enrollment. Data that can also be accessed through the portal is participating provider information including contact information, program details, and a listing of available programs.

Authorized Personnel and Contractors

Pursuant to **Section 4** of the Agreement, Recipient will only provide access to the Data to the following individuals or entities:

Joint Initiatives for Youth & Families

Arapahoe County Early Childhood Council, Inc.

Elbert County Early Childhood Council, Inc

Denver Preschool Program Inc

Westminster Public Schools

Triad Bright Futures

United Way of Weld County

Early Childhood Council of Larimer County

DOUGLAS COUNTY

EARLY CHILDHOOD CNCL BOULDER CNTY

MESA COUNTY PUBLIC HEALTH

Rocky Mountain Early Childhood Council and Mountain Development Services

Early Childhood Counil of La Plata County

BRIGHT FUTURES

BROOMFIELD EARLY CHILDHOOD COUNCIL

The Early Childhood Council of the San Luis Valley

Eagle County School District and RE50J

Early Learning Ventures

SCHOOL DISTRICT FREMONT RE-1 (ECHO & Family Center ECC)

TELLER PARK EARLY CHILDHOOD COUNCIL

Early Childhood Council for Logan, Phillips and Sedgwick (ECCLPS)

Early Childhood Council for Yuma, Washington and Kit Carson

ROUTT COUNTY-First Impression of Routt County

Connections for Kids

Early Childhood Options and Summit County Government

LAS ANIMAS-HUERFANO COUNTIES

Gunnison County

CHAFFEE COUNTY EARLY Childhood Council

Grand Beginnings

Cheyenne, Kiowa and Lincoln Counties Early Childhood Council (CKLECC)

CUSTER COUNTY

ATTACHMENT B

Information Technology Provisions

This Attachment regarding Information Technology Provisions (the "Attachment") is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Attachment is attached. Unless the context clearly requires a distinction between the Agreement and this Attachment, all references to "Agreement" shall include this Attachment.

1. Protection of System Data
    a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient's performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
    b. The terms of this Attachment shall apply to the extent that Recipient's obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
        i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
        ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
        iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.

c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
    i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
    ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
    iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
    iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
    v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
    vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:
        1. https://oit.colorado.gov/standards-policies-guides/technical-standards-policies

d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.

e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
    i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
    ii. If Recipient will have access to Federal Tax Information under the Agreement, Recipient shall agree to the Transferring Agency's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. Data Handling
    a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency.

Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.

c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.

   i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

   ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.

3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement..

4. Compliance

   a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:

      i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at" https://oit.colorado.gov/standards-policies-guides/technical-standards-policies

      ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards

or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:

1. Health Information Portability and Accountability Act (HIPAA)
2. IRS Publication 1075
3. Payment Card Industry Data Security Standard (PCI-DSS)
4. FBI Criminal Justice Information Service Security Addendum
5. CMS Minimum Acceptable Risk Standards for Exchanges
6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.

c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include:

   i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or

   ii. The performance of security audit and penetration tests, as requested by OIS.

To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein

ATTACHMENT C

ROLE-BASED USE POLICY

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through the this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

1. To assist families and providers with Universal Preschool enrollment, to answer family and/or provider questions regarding programs and enrollments, and to assist families and providers in processing their requests and updating database information.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood (CDEC)
Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"
The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

Agency Name: Enter agency's name
Budget Period: Enter budget/ project period dates
Project Name: Enter the project name

Program Contact Name, Title, Phone and Email
Enter agency's program contact information here
Fiscal Contact Name, Title, Phone and Email
Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column A: Position Title

Example 1: Project Coordinator (salaried)
Example 2: Project Administrator (hourly)

Column B: Description of Work

Use the "*Description of Work*" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid $60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

$	60,000	*Gross Annual Salary
	22%	Fringe %
$	13,200	*Fringe ($60,000 x 22%)
$	73,200	Annual Salary + Fringe ($60,000 + $13,200)
	100%	*Percent of Time on Project
$	73,200	Amount Requesting from CDEC (automatically calculates)

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

Total Personnel Services (including fringe benefits)

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

Contractors/Consultants (payments to third parties or entities)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column A: Item

List the name of subcontractor
Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

Total Contractors/Consultants

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

Column A: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column B: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from CDEC.

Supplies & Operating Expenses

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

Column A: Item

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools
Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = $15/student ($15x225=$3,375)and teacher supplies (paper, markers, flip chart, etc…) $20/9 sessions ($20x9=$180)

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each supply item.

Total Supplies & Operating Expenses

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

Indirect Costs

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

Column A: Item

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

Column B: Description of Item (description is not necessary for the negotiated rate agreement)
Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2024- June 30, 2025
Project Name	Colorado Universal Preschool

Program Contact Name, Title	Lana Athey
Phone	970.642.4667
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: Health Insurance, Social Secutiry, Retirement, Paid Time Off	Gross or Annual Salary	Fringe	Percent of Time on Project	SFY 2025 Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	$84,968	$34,320	22%	$25,647
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around Colorado Universal Preschool. Provides support to families and providers for Colorado Universal Preschool.	$61,526	$8,840	37%	$26,035
Bi-Lingual Community Outreach	Regular outreach to licensed providers and Spanish speaking families around Colorado Universal Preschool. Provides support to families and providers for Colorado	$57,515	$7,460	15%	$9,746
Early Childhood Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$73,841	$11,440.00	2%	$1,706
				Total Personnel Services (including fringe benefits)	**$63,134**

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	SFY 2025 Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0
		Total Contractors/Consultants **$0**

Travel

Item	Description of Item	SFY 2025 Requested from CDEC
Travel	Travel for in-person visits to sites - travel to RMECC - regional meetings or meetings with partner organizations	$888
		Total Travel **$888**

Supplies & Operating Expenses

Item	Description of Item	SFY 2025 Requested from CDEC
Supplies	Paper,toner, pens, flip chart paper, etc.	$50
Computer/IT Cost	Laptop/IT expenses for staff members	$4,222
Registration	Registration Fee for RMECC or other conference	$400
Events	Food, Materials, Advertising, etc.	$500
Advertising	Newspaper Ads, Social Media	$500
		Total Supplies & Operating Expenses **$5,672**

Training and Technical Assistance

Item	Description of Item	SFY 2025 Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0
		Total Training and Technical Assistance **$0**

Items that cannot be included in Modified Total Direct Costs (MTDC)

Items listed in this section should not be included in other sections

Item	Description of Item	SFY 2025 Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0
		Total Items that cannot be included in MTDC **$0**
		TOTAL DIRECT COSTS **$69,694**

MODIFIED TOTAL DIRECT COSTS (MTDC) **$69,694**

Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]

Item	Description of Item	SFY 2025 Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	

Total Indirect	
TOTAL	**$69,694**

69694

***Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)**

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COLORADO
Department of Early Childhood

STATE OF COLORADO
DEPARTMENT OF EARLY CHILDHOOD CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 23 QAAA 178558	**eClearance#:** 2216623
State Agency Colorado Department of Early Childhood	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2023 $0.00* An appropriation for Local Coordinating Organizations (LCO) for the Universal Pre-School (UPK) Program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of $4,000,000, subject to appropriate funds which are split among other LCO vendors. See Exhibit C: Section 11. General Accounting Encumbrance (GAE). Extension Terms None Maximum Amount for All Fiscal Years $0.00*	**Contract Performance Beginning Date** The later of the Effective Date or September 1, 2022 **Initial Contract Expiration Date** June 30, 2023 Except as stated in **§2D,** the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: Federal Funds, Child Care Suplemental Discretionary Funds, American Rescue Plan Act, Child Care and Development Fund, 2101COCD6, CFDA 93.575	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

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COLORADO
Department of Early Childhood

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **Yes** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: 26-1-111 C.R.S. Law-Specified Vendor Statute (if any): 26.5-2-103 C.R.S. Procurement Method: Law Specified Solicitation Number (if any): NA
State Representative Michael Cooke, Early Childhood Transition Director 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.906.7636 Email: m.michael.cooke@state.co.us	**Contractor Representative** Matthew Birnie, County Manager 220 N.Spruce Street Gunnison, CO 81230 Phone: 970.641.0248 Email: mbirnie@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Application
Exhibit C - Additional Provisions
Exhibit D - HIPAA Business Associate Agreement
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - Estimate of Amount to be Drawn Down for the GAE

Contract Purpose
Contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified plan with community partners for the successful rollout of Universal Pre-School (UPK) and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: Matthew Birnie DF57D9FBAE8C463... By: Matthew Birnie, County Manager Date: 10/26/2022	**STATE OF COLORADO** Jared S. Polis, Governor Department of Early Childhood Lisa Roy, Ph.D., Executive Director DocuSigned by: Lisa Castiglia F11A91F07B444C8... By: Lisa Castiglia, Interim CFO/Director of Finance Operations Date: 10/26/2022
2nd State or Contractor Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Toni Williamson
D2A31DEB619C416...
Andrea Eurich/Toni Williamson

Effective Date: 10/27/2022

-- Signature and Cover Pages End --

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COLORADO
Department of Early Childhood

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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 Early Childhood (the "State" or "CDEC"). 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.

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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" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. 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

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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 of Contract 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.

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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 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, 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. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

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. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

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L. "Extension Term" means the time period defined in §2.C.

M. "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.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. "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

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and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-72-102, et. Seq., C.R.S.

T. "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.

U. "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, Educational Records, Substance Use Disorder Information, 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.

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

W. "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.

X. "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.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "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.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

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BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

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c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to

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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 or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 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 at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

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C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of 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, the federal government, and any duly authorized agent of a governmental entity, 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, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this

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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

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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 if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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, Contractor 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 Contractor and its Subcontractors are not 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. 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.

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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 DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW 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

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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 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 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. These insurance requirements shall not be construed as caps or limitations on liability.

A. 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.

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B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential 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.

E. 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

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ii. $1,000,000 general aggregate.

F. 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.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. 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.

I. Primacy of Coverage

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

J. 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 seven days of Contractor's receipt of such notice.

K. 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 \

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recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. 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 maintains 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.

M. Certificates

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 section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

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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 of Contract

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.

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c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

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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.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of Colorado Department of Human Services (CDHS) 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.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

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iii. Assignments and Assistance

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. 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are 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.

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17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

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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 Contract 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.

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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. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. 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.

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(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 licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

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U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

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V. 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 the Governor's Office Of Information Technology (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. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, 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 the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. 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 the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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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.

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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.,

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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.

20. DEPARTMENT OF EARLY CHILDHOOD PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

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

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D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

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H. COVID-19 Pandemic

CDEC operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor 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.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

> **For an individual:** *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.*
>
> **For and entity/organization:** *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.*

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COLORADO
Department of Early Childhood

SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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COLORADO
Department of Early Childhood

Exhibit A

STATEMENT OF WORK (SOW)
UNIVERSAL PRESCHOOL PROGRAM (UPK)

Gunnison County
220 N. Spruce Street
GUNNISON, CO 81230

UPON EXECUTION – JUNE 30, 2023

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COLORADO
Department of Early Childhood

Exhibit A

INTRODUCTION/BACKGROUND

Pursuant to House Bill 22-1295 subsection 26.5-2-101, Local Coordinating Organizations (LCOs) shall be selected by the Colorado Department of Early Childhood (CDEC) in order to support access to and equitable delivery of early childhood and family support programs and services, identify gaps in service, foster partnerships, create alignment among the public and private providers and agencies within the Coordinating that serve families and children, and establish a comprehensive, locally supported plan for providing early childhood and family support programs and services equitably within the community.

SCOPE OF WORK

The development and implementation of a Community Plan that shall at a minimum include the following:

1) Counties/Communities to be served as the LCO for early childhood and family support programs and services provided to children and families within the community: See Exhibit B - Application
2) Develop a unified plan with community partners for the successful rollout of Universal Pre-School (UPK) and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area. The Plan and subsequent updates are subject to review and approval by CDEC
    a. Initial plan and budget for the FY 22-23 is due on October 31, 2022
    b. LCO shall annually review and revise the community plan to ensure the plan continues to accurately reflect the early childhood and family support programs and services within the community and is relevant and effective in meeting families' needs for early childhood and family support programs and services.
    c. In creating, reviewing, and revising the community plan, the LCO shall solicit and consider input from families, providers, members of the early childhood and family support workforce, local early childhood councils, local and tribal agencies, local governments, and the business community within the community.
3) LCO shall work with entities within the community, including the entities specified in section 26.5-2-103 (2)(c) of the legislation, to implement the community plan
4) Plan and provide outreach for early childhood and family support programs and services with other efforts to provide holistic services for families, including food, cash assistance, and health care
5) During year one the Community Plan shall provide enrollment for Universal Pre-school as a priority and add other childhood and family support programs as applicable
6) Schedule and coordinate with area stakeholders and serve as the local resource for family access to quality early care and education.
7) Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access
8) Plan for the allocation of equitable funding in the community, with consideration of a parent’s choice of provider

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9) Coordinate the program application and enrollment process for early childhood programs for both families and providers and across all participating entities within the community to facilitate the greatest practicable degree of family access to early childhood and family support programs
10) Subject to the availability and enrollment capacity of preschool providers in the community, provide universal access, in alignment with family choice, to high-quality school- and community-based preschool providers within the community for children in the year before eligibility for kindergarten
11) Manage a mixed delivery system of pre-school providers
12) Allocate, in coordination with local and tribal agencies, when applicable, local early childhood funding and state preschool program funding to public and private providers within the community, based on the community plan, and ensure, to the greatest extent possible, that children who are in low-income families and meet qualifying factors are prioritized to receive early childhood and family support programs and services
13) Support and ensure the availability of high-quality early childhood care and education for all children, including supporting access to training and support for members of the early childhood workforce
14) Increase over time the capacity of high-quality early childcare and education programs within the community to better meet family and community needs
15) Support public and private providers in recruiting, page 33-house bill 22-1295 developing, and retaining within the community a quality early childhood workforce that is culturally and linguistically relevant to the community
16) Work with providers in the community to ensure the collection and reporting to the department of key systems level data, as required by department rules, in a manner that minimizes duplication and the burden on families and providers and ensures compliance with all applicable privacy protections
17) Comply with department rules, if any, in implementing the community plan and the duties described in this section
18) Comply with any statutory auditing requirements that apply to the LCO
19) Comply with any other provisions included in the contract.

PERIOD OF PERFORMANCE

Upon Execution – June 30, 2023

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COLORADO
Department of Early Childhood

Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**LCO shall coordinate and implement local community access to Universal Pre-School (UPK) as part of the Community Plan**				
Key Activity A: Universal Pre-School access implementation Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Engage with local agencies and community stakeholders	October 2022	Input received from local stakeholders	Schedule and implement at least 3 meetings and/or gatherings during the reporting period regarding Universal pre-school enrollment plans.	Coordinator	Personnel, Indirect and Operating Costs
Present for approval UPK community allocation plan	December 2022	Plan for UPK community allocation plan reviewed and approved by CDEC	Approval from CDEC staff for UPK allocation plan to move forward	Coordinator and CDEC staff	All categories
Universal Pre-School enrollment implementation	June 2023	Universal Pre-School enrollment plan fully integrated and running	Full UPK enrollment implementation	Coordinator	All Categories

SCHEDULE/MILESTONES

Provide a completed comprehensive Community Plan by November 1, 2022.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Universal Preschool Program (UPK). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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REQUEST FOR APPLICATIONS FOR EARLY CHILDHOOD LOCAL COORDINATING ORGANIZATIONS (LCOs)

Paper applications can be mailed to entities upon request. Please submit requests for a paper application to cdec@state.co.us

Click here to scroll down to a map of catchment areas and a school district guide

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ document and our website at cdec.colorado.gov/local-coordinating-organizations

SECTION I- OVERVIEW

A. The Establishment of Local Coordinating Organizations

With increased funding through the passage of Proposition EE and bold early childhood initiatives led by Governor Jared Polis, Colorado is in a pivotal position to transform its entire early childhood landscape. In July of 2022, the Colorado Department of Early Childhood (CDEC) will officially open and will be charged with overseeing this early childhood system, including the implementation of 10 hours of universal, voluntary preschool by July 2023, for children in the year before kindergarten.

Currently, Colorado is in the process of re-envisioning its infrastructure (e.g., leadership, capacity, workforce, resources, partnerships) to successfully launch a program of this scale. HB 22-1295 lays a foundation for this infrastructure by authorizing the creation of Local Coordinating Organizations (LCO) in all regions of the state. To ensure that community voices are elevated and local partnerships are fostered, LCOs will serve as CDEC's partners in each area of the state and will implement the state's early childhood vision in accordance with their local context.

B. Expectations for LCOs

Through this Request for Applications (RFA), CDEC is seeking to identify and support Local Coordinating Organizations (LCOs) for the three-year period beginning July 1, 2022, continuing through June 30, 2025. The satisfactory execution of responsibilities

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during year one (2022-2023) is a requirement to continue agency designation and funding for year two (2023-2024) and year three (2024-2025).

At a high level, in their community, LCOs are charged to:

- Develop a unified plan with community partners for the successful rollout of UPK and longer term birth to five goals for comprehensive early childhood services and supports for the catchment area
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood and family support programs as able
- Serve as a local resource for family access to quality early care and education from birth to five and beyond
- Engage with all community partners and stakeholders
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access
- Plan for the allocation of equitable funding in the community, with consideration of a parent's choice of provider*
- Administer additional functions related to early childhood as applicable

**Please note that the Department will administer funds directly to providers, unless the LCO explicitly requests and demonstrates the ability to serve this role (see page 7).*

To fulfill this charge, LCOs must complete an annual community plan that describes their strategy to:

- Ensure as many families as possible can access early childhood programs and services for which they are eligible, from birth to age five and beyond
- Ensure mixed delivery through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities
- Allocate per-child slots equitably across sites and programs
- Address capacity needs and assist in aligning all available resources with community demand
- Allow families as much choice as possible in their selection of child care providers
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood programs as able

At a minimum, this community plan includes the following deliverables:

1. Annual unduplicated count of all children served, with waiting list, vacancies, and family demand as available

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2. Unified funding request for catchment area
3. Recruitment and enrollment plan
4. Budgets for all applicable funds, including administration
5. Initial, long term plans for coordinating other early childhood and family support services

A more thorough list of responsibilities for LCOs can be found in HB 22-1295 and are outlined in more detail in the draft LCO agreement linked here (for informational purposes only - you do not need to submit this agreement at this stage). CDEC will provide ongoing support to guide and assist LCOs with executing these responsibilities. CDEC will monitor LCOs and review all deliverables to determine if adequate implementation of the outlined responsibilities is occurring and to provide technical assistance, partnerships, and support in accordance with each community's needs. Over time, as the needs of Colorado families change and the state's early childhood infrastructure continues to develop, expectations for LCOs may shift and expand to best align with community needs.

C. Funding

Because the size of the catchment area and complexity of work will vary for LCOs, not every entity will receive the same amount of funding. LCOs may receive various types of funding from CDEC including administrative funds.

- Administrative funding is the funding given to LCOs to perform their roles. This funding will account for the complexity of work for the LCO in their community. The details for this funding are forthcoming, but we expect to be able to accommodate reasonable requests such as funding to hire staff support, to add technological infrastructure, or other administrative purposes.
- Per-child funding will be allocated by CDEC based on the unified funding request submitted as part of the community plan.

SECTION II- APPLICATION AND SELECTION PROCESS

A. Eligible Applicants

Per HB 22-1295, any public agency or Colorado-based nonprofit organization may apply, including newly formed organizations, strategic partnerships between organizations, or other locally determined innovations. To account for the diversity of Colorado's regions and community based leadership, the LCOs will not necessarily be the same type of entity in every corner of the state.

B. How to Apply

The LCO Application has three parts, which can be accessed on the CDEC website. Those

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interested in applying must complete the Application and any attachments, and submit as one document by *June 20, 2022,* to *cdec@state.co.us.* Applicants may also mail the complete application, including attachments, to CDEC at 1575 Sherman Street, Denver, CO 80203. The application packet must be received by the deadline.

Part 1 – LCO Applicant Profile

Complete the LCO Applicant Profile, which includes requests for adjustments to catchment area of coverage.

Part 2 – Rationale and Evidence for Designation as LCO

Use the questions in this section to describe why your organization is suited to serve as the LCO for your community.

Part 3 – Partner Support

As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

C. Application Instructions, Deadline and Other Important Dates

Complete the application, which can be done using a PDF reader (e.g., Adobe Acrobat). Individuals without access to a PDF reader can request a Google- or Word-Document version of this application via email to cdec@state.co.us. Please include the application, with letters of support (or signatures on a single letter of support) either included in this file or attached in a separate file. An electronic copy of the application file must be sent via email to *cdec@state.co.us by 4:30 PM on Monday, June 20, 2022. Please indicate that this is an LCO application in the subject line.*

May 11, 2022	Application Template released
Mondays & Wednesdays beginning May 9	Informational Q & A sessions for interested applicants
June 20, 2022	Applications must be submitted by 4:30pm to *cdec@state.co.us*
July 15, 2022	Applicants notified of selection

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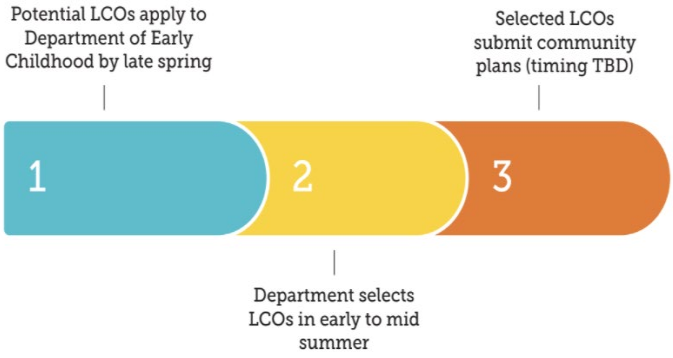
D. Selection Process

All applications will be reviewed for completeness and the review will determine whether the applicant has the capacity to fulfill LCO responsibilities. Interviews or additional application rounds may be conducted as part of the selection process. Successful applicants will be notified via email by July 15.



Selection Criteria:

- Quality and efficiency of the applicant's proposed operating model and the likelihood the applicant will have the capacity, experience, and support to successfully fulfill the responsibilities and duties of an LCO. Specifically, the capacity to:
  - Support families in applying for early childhood and family support programs and services birth to five and beyond, where appropriate
  - Understand local family demand for universal preschool programming
  - Equitably match parents to preschool providers for the universal preschool program through a mixed delivery system that, to the fullest extent practicable, accommodates family choice
- Demonstrated community partnerships and support, and the feasibility and quality of the applicant's plan to coordinate with other entities within the proposed community

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APPLICATION

Definitions

- *Community: Catchment area for which the LCO is designated*
- *Community Partner: All early childhood partners within the catchment area for which the LCO is designated, including but not limited to ECCs, counties, school districts, child care providers, Head Start, CCR&R, FRCs, BOCES, AUs, advisory councils. Community partners will not be the same for every LCO but should be inclusive and representative of the local landscape.*

PART 1: LCO APPLICANT PROFILE

Complete the following questions:

LCO Entity or Partnership Entities Gunnison-Hinsdale Early Childhood Council
Mailing Address 220 N. Spruce Street, Gunnison, CO 81230
Physical Address 220 N. Spruce Street, Gunnison, CO 81230
Primary Contact Name Lana Athey
Primary Contact Title Gunnison-Hinsdale Early Childhood Council Co-Coordinator
Telephone 970-641-3244
Email lathey@gunnisoncounty.org

For which catchment area are you applying? Please see catchment area chart and map, where the name and boundary of each catchment area is indicated.

Gunnison-Hinsdale Catchment Area

If you have significant concerns about the boundaries of your catchment area, or if you are requesting to partner with an LCO applicant in another catchment area, please detail that information here. Note that requests cannot result in a school district being split into multiple catchment areas.

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PART 2 – RATIONALE AND EVIDENCE FOR DESIGNATION AS LCO

Use this section to provide a brief justification for your organization to be designated as the LCO for your community.

Describe your organizational capacity, or the capacity of your LCO partnership, to serve as LCO in your community.

Please include any history of successfully completing similar roles in your community in your response. Note that administrative funding will be available to support LCO capacity. (500 words or less)

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at

In reflecting on the roles and responsibilities of an LCO, what do you see as your organization's greatest strength? What will require the most support or growth for your organization? *(500 words or less)*

Since 2008 the GHECC has been working with various community partners to strengthen the early childhood systems in Gunnison and Hinsdale Counties. The Council already enjoys a strong partnership with licensed child care providers, the Gunnison Watershed RE1J school District, the Hinsdale County School District, Gunnison County, Town of Crested Butte, City of Gunnison, Gunnison County Family Advocacy and Support Team, Gunnison County Juvenile services, and other family serving agencies in the community. The Council strongly believes that we have already developed a strong foundation with partner agencies to ensure that Universal Preschool is rolled out in a well thought out manner in the communities

Why are you applying for the specific catchment area you indicated in Part 1? *(250 words or less)*

The Council is applying for the Gunnison-Hinsdale catchment area because this area is our Early Childhood Council's catchment area.

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Briefly describe your history or future plans to foster collaboration between community partners in your proposed catchment area and elevate the perspectives and experiences of families and providers. *In accordance with HB 22-1295, please reference your plans to coordinate with, at a minimum, Administrative Units, ECCs, Head Start Agencies, FRCs, and county departments of human services for the administration of CCCAP.*

As mentioned previously the GHECC is housed under Gunnison County Department of Health and Human Services. Gunnison County is the Council's fiscal sponsor and the County's Finance Department processes all invoices and administers payroll for all GHECC staff. One of the Co-Coordinators of the GHECC also serves as Gunnison County's Community Services Supervisor who oversees the Gunnison and Hinsdale Counties Colorado Child Care Assistance Program. This arrangement allows for bette coordination of child care tuition assistance services and helping families to navigate various funding streams for their care needs. The GHECC will work closely

CDEC will administer funding to providers, unless LCOs have a demonstrated ability to do so themselves, and request the authority to manage provider payments. If your organization wishes to be responsible for the distribution and administration of public funding within your community, please describe your history and capacity to administer payments to providers. Otherwise you may leave this section blank. *(350 words or less)*

Please indicate your plan to ensure the availability of a mixed delivery system and the equitable allocation of funding among preschool providers based on family choice. If you are a direct service provider, please address your plan to ensure there are no conflicts of interest in serving this role. *(250 words or less)*

The GHECC plans to engage ALL licensed child care providers in Gunnison and Hinsdale Counties in the upcoming year and encourage them to participate in Universal Preschool to ensure that all families with 4 year old children have access to the program regardless of where they choose to enroll their children in care. We do anticipate that some of our local home providers will not be interested in participating in Universal Preschool and our Council is planning to hold special meetings for providers that might be apprehensive about being a UPK provider to discuss the benefits for the provider and the families that they serve.

PART 3 – PARTNER SUPPORT

As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more

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organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

Letters of support or signatures on a single letter of support may be used to indicate notification of and endorsement of application. Letters should include contact information if any follow up is needed as part of the application process. Please compile all letters into one document, include the partner's name along with each letter or signature, and attach it along with this application.

Please submit your completed application and letters of support as an email attachment to cdec@state.co.us by June 20, 2022.

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ guide and our website at cdec.colorado.gov/local-coordinating-organizations

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LCO Catchment Areas

Click on the map below to download an interactive version

Continuing scrolling on this page to view the list of school districts in each catchment area

If the link does not work, please paste this into your browser:

http://drive.google.com/uc?export=download&id=13YV6jWUwhphjqmHntq1sFkIyvwM_iake

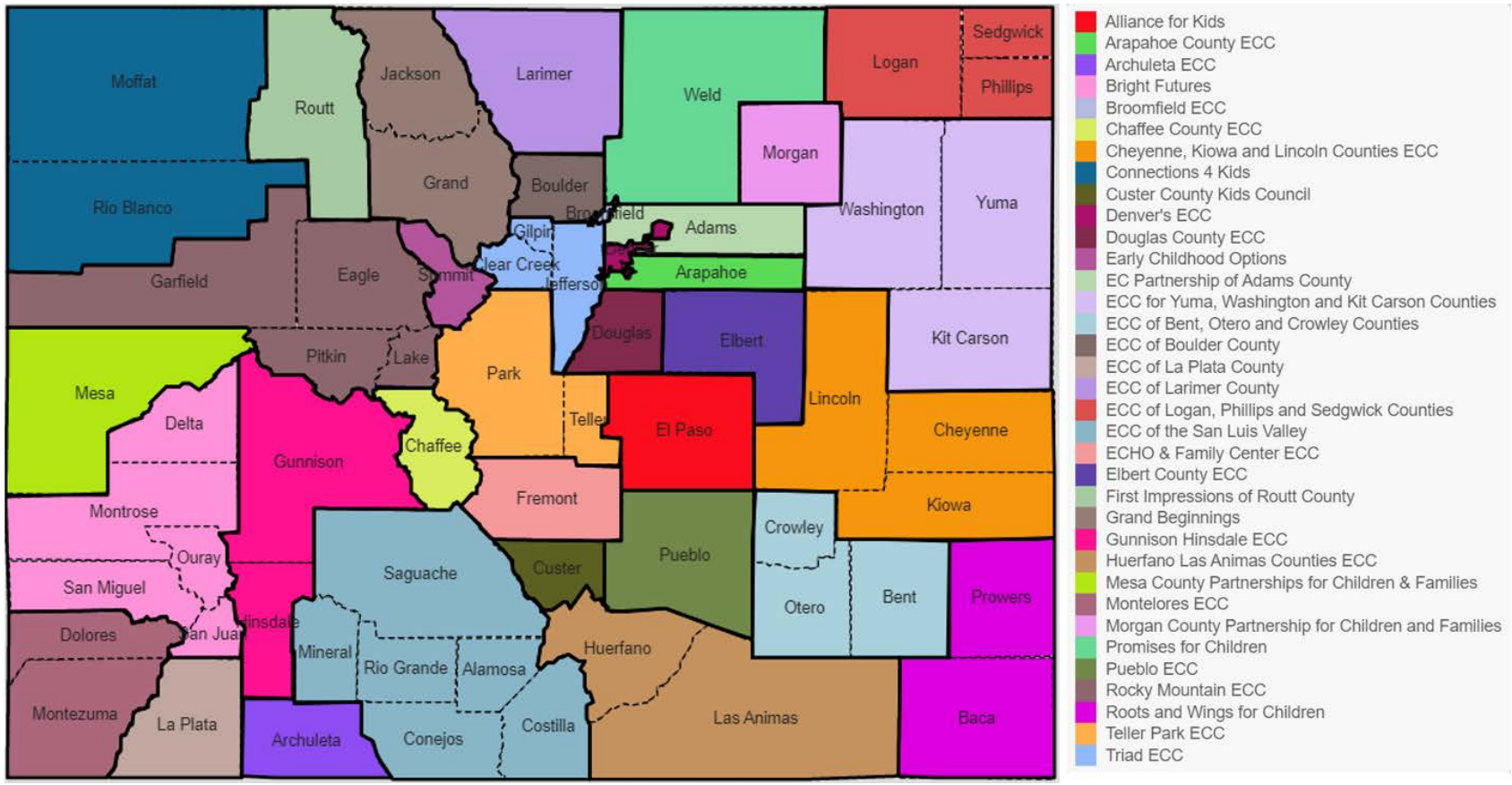

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Exhibit B

List of School Districts in Catchment Areas

Connections 4 Kids	First Impressions of Routt County	Grand Beginnings	ECC of Larimer County	Promises For Children	Morgan County Partnership for Families	ECC of Logan, Phillips, Sedgwick	Denver's ECC	Elbert County ECC
Moffat County RE-No 1, Rangely RE-4, Meeker RE-1	Steamboat Springs RE-2, Hayden RE-1, South Routt RE-3	North Park R-1, West Grand 1-JT, East Grand 2	Poudre RE-1, Estes Park R-3, Thompson R2-J	Ault-Highland RE-9, Pawnee RE-12, Windsor RE-4, Eaton RE-2, Briggsdale RE-10, Prairie RE-11, Johnstown-Milliken RE-5J, Greeley 6, Platte Valley RE-7, Weld RE-1, Weld RE-8, Weld County RE-3J,	Wiggins RE 50-J, Weldon Valley Re 20-J, Fort Morgan RE-3, Brush RE 2-J	Plateau RE-5; Valley RE-1; Buffalo RE-4J; Frenchman RE-3; Revere; Julesburg RE-1; Haxton RE-2J; Holyoke RE-1J	Denver County 1	Elizabeth, Kiowa C-2, Elbert 200, Agate 300, Big Sandy 100-J

Early Childhood Partnership of Adams County	ECC of Boulder County	Broomfield ECC	Triad ECC	Douglas County ECC	Arapahoe County ECC	ECC for Yuma. Washington & Kit Carson Counties	Cheyenne, Kiowa, Lincoln ECC	Alliance for Kids
Westminster 50, Mapleton 1, Adams 12, Adams 14, Brighton 27-J,	St. Vrain Valley RE-1J, Boulder Valley RE-2	Broomfield is served by school districts in other catchment areas	Gilpin County RE-1, Clear Creek RE-1, Jefferson County RE-1	Douglas County RE-1	Adams Arapahoe 28-J, Cherry Creek 5, Englewood 1, Sheridan 2, Littleton 6, Strasburg 31-J, Byers 32-J, Bennett 29-J, Deertrail 26J	Akron R-1, Lone Star 101, Otis R-3, Yuma 1, Wray RD-2, Woodlin R-104, Arickaree R-2, Liberty J-4, Idalia RJ-3, Arriba-Flagler C-20, Hi-Plains R-23, Stratton R-4, Bethune R-5, Burlington RE-6J	Limon RE-4J, Genoa-Hugo C-113, Karval RE-23, Kit Carson R-1, Cheyenne County RE-5, Eads RE-1, Plainview RE-2	Lewis Palmer 38, Academy 20, District 49, Peyton 23-JT, Calhan RJ-1, Manitou Springs 14, Colorado Springs 11, Cheyenne Mountain 12, Fountain 8, Harrison 2, Widefield 3, Ellicott 22, Hanover 28, Miami/Yoder 60-JT, Edison 54-JT

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List of School Districts in Catchment Areas

ECHO & Family Center ECC	Custer County Kids Council	Pueblo ECC	Huerfano-Las Animas Counties ECC	ECC of Bent, Otero & Crowley Counties	Roots and Wings for Children	Rocky Mountain ECC	Early Childhood Options	Mesa County Partnership for Children & Families
Canon City RE-1, Cotopaxi RE-3, Fremont RE-2	Custer County C-1	Pueblo City 60, Pueblo County 70	Huerfano RE-1, La Veta RE-2, Aguilar Reorganized 6, Primero Reorganized 2, Trinidad 1, Hoehne Reorganized 3, Branson Reorganized 82, Kim Reorgainized 88	Fowler R-4J, Crowley County RE 1-J, Manzanola 3J, Rocky Ford R-2, Cheraw 31, Swink 33, East Otero RE-1, Las Animas RE-1, McClave RE-2	Lamar RE-2, Granada RE-1, Holly RE-3, Pritchett RE-3, Springfield RE-4, Campo RE-6, Vilas RE-5, Walsh RE-1	Garfield 16, Garfield RE-2, Eagle County RE-50, Roaring Fork RE-1, Aspen 1, Lake County R-1	Summit RE-1	Mesa County Valley 51, Plateau Valley 50, DeBeque 49-JT,

Bright Futures	Gunnison Hinsdale ECC	Chaffee County ECC	Teller Park ECC	Montelores ECC	ECC of La Plata County	Archuleta ECC	ECC of the San Luis Valley
Delta County 50-J, Montrose County RE-1J, West End RE-2, Norwood R-2J, Telluride R-1, Ridgeway R-2, Ouray R-1, Silverton 1	Gunnison Watershed RE-1J, Hinsdale County RE-1	Buena Vista R-31, Salida R-32	Platte Canyon RE-1, Park County RE-2, Woodland Park RE-2, Cripple Creek-Victor RE-1	Dolores County RE NO 2, Dolores RE-4A, Montezuma Cortez RE-1, Mancos RE-6	Durango 9-R, Bayfield 10 JT-R, Ignacio 11-JT	Archuleta County 50 JT	Mountain Valley RE-1, Center 26 JT, Moffat 2, Creede, Upper Rio Grande C-7, Sargent RE 33-J, Sangre De Cristo RE 22-J, Monte Vita C-8, Del Norte C-7, Alamosa RE-11J, North Conejos RE-1J, Sanford 6J, South Conejos RE-10, Sierra Grande R-30, Centennial R-1

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Exhibit C

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the pre-approved amount pursuant to the process in Exhibit C, Section 12. General Accounting Encumbrance, of this contract.

A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

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CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

8. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: https://forms.gle/QTXGEabvipymdsfd8 upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an

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egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

A) Payment for Local Coordinating Organizations (LCO) for the Universal Pre-School (UPK) Program to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for the following:

- **i)** Personnel – Salary and Fringe Expenses
- **ii)** Consultant Costs
- **iii)** Technology Costs
- **iv)** Operating Expenses
- **v)** Travel – In-State Mileage and Travel Expenses
- **vi)** Indirect

B) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

C) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. All LCO shall have access to the GAE The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

D) In order to receive reimbursement for any services, Contractor shall submit a request for anticipated expenses for pre-approval. The request shall be made, and approval received 30 days prior to the delivery of services.

E) Invoices shall be submitted separately for pre-approved Local Coordinating Organization expenditures.

- **i)** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

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12. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
G. The contractor shall be held responsible for inappropriate use of gift cards.

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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.

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3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

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l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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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.

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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.

a.

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.

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5. TERMINATION

b. 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.

u. 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.

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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.

i. 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.

ii. 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,

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in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

   i. Reserved.

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COLORADO
Department of Early Childhood

EXHIBIT **E** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **GUNNISON, COUNTY OF;**
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9;**
   iii. The Federal Award Identification Number (FAIN) is **2101COCDC6;**
   iv. The Federal award date is **04/14/2021**;
   v. The subaward period of performance start date is **10/01/2020** and end date is **09/30/2024**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
SFY23	**$0***	**$0*** ***An appropriation for Local Coordinating Organizations (LCOs) for the Universal Pre-School (UPK) Program General Accounting Encumbrance (GAE) is subject to appropriated funds in the amount of $4,000,000. GAE funds shall be split among other LCO vendors. See Exhibit C, Section 12.**	**$0***

   vii. Federal award project description: **Child Care Supplemental Discretionary Funds, American Rescue Plan (ARP) Act, Child Care and Development Fund Grants**;
   viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Lisa R. Roy, Executive Director, Colorado Department of Early Childhood, Lisa.Roy@state.co.us, 303.906.2832**;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.575**, name is **Child Care Development Block Grant**, and dollar amount is **$178,553,958**;

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.

5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC 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 CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

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

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

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

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1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

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

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

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

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

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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

1.1.13.2. Is not organized primarily for profit; and

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

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

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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

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

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

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

1.1.21.1. Salary and bonus;

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

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

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

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

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

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

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

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

2. COMPLIANCE.

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

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

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

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

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

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6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

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

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

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

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

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

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

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

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

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

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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

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

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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Local Coordinating Organization

Gunnison-Hinsdale Early Childhood Council

Administrative Budget

Initial Administrative Funding Amount:	$64,660

Use the table below to estimate how you plan to spend your initial administrative funding allocation, with a brief justification for each line item. Please add additional rows if required.

Expenditure	Explanation	Amount
Personnel	Salary and Benefits for 1 or 2 staff members	$46,194
Equipment	Computer	$4,000
Travel	Lodging and Mileage	$1,000
Incentives	Stipends for participation in Community planning meetings $500/early childhood provider	$6,500
Meeting Meals	Meals for longer planning meetings	$500
Indirect		$6,466
	Total	**$64,660**

Initial Funding Requested:	$64,660

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Discussion

Parties to the Agreement: DOLA

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

Summary:

This grant potential may bring in additional funding to assist households experience a housing crisis or current homelessness

Fiscal Impact: 50000

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/12/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Homeless Resolution Program (HRP) Proposal Narrative

The Homelessness Resolution Program, granted by DOLA DOH, provides funding to individuals and families who have experienced a housing crisis and/or homelessness. Funding supports participants in regaining stability in permanent housing as quickly as for emergency shelter, rent assistance, case management, and other services specific to regaining or maintaining housing. Funding would enhance existing programs and would bring new, additional supportive services to the community. Gunnison County Department of Health and Human Services is proposing to request $50,000, which will be split between homeless prevention activities and emergency hotel vouchers, both activities which require case management and stabilizations plans.

COLORADO

MAKING HOMELESSNESS HISTORY IN COLORADO

Updated 10/23/2020

INTRODUCTION

'Making Homelessness History In Colorado' provides a framework for efforts to address homelessness in Colorado today and a vision for the future. It introduces a series of guiding principles with key goals, cross-cutting approaches, and a list of proven solutions that communities across Colorado have successfully implemented that can be replicated elsewhere.

Our hope is that this document successfully weaves together many of the different conversations underway in Colorado while also building on the foundation of effective strategies and solutions at the local, state, and federal levels. It has been created with input from the Colorado Department of Local Affairs (DOLA), the Colorado Department of Human Services (CDHS), the Colorado Department of Health Care Policy & Financing (HCPF), community stakeholders, and those with lived experience from throughout the state.

Whether it's due to getting sick, losing a job, or family conflict, homelessness can happen to anyone. We also know that due to historic and ongoing racism, not all racial and ethnic groups experience homelessness at the same rate. People of color, particularly Black and Native Americans, are disproportionately represented and impacted at virtually every phase of the experience. The homeless response system, which triages, supports, and re-houses people experiencing homelessness, must identify and respond to racial disparities.

The COVID-19 pandemic and accompanying economic fallout is hitting low- and extremely low-income individuals and families who were already severely cost-burdened especially hard. It is also estimated that persons experiencing homelessness infected with COVID-19 are twice as likely to be hospitalized, two to four times as likely to require critical care, and two to three times as likely to die from the illness as the general population.

This document serves as a playbook to address these challenges in order to meet the needs of those experiencing homelessness whether they're Veterans, families, youth, seniors, those fleeing domestic violence, individuals with complex physical and behavioral health needs, or those exiting incarceration. Across these populations and regardless of the precipitating event or circumstance, we know that homelessness ends in a home.

Collaboration is critical to the successful implementation of this playbook. If you have any feedback, positive or negative, please contact Kristin Toombs (kristin.toombs@state.co.us), Director of Homeless Initiatives within the Colorado Department of Local Affairs, Division of Housing. Thank you for your commitment to making homelessness history in Colorado.

THE VISION

Our vision is that everyone in Colorado has a safe, stable, and affordable place to live. Together we can create a future where homelessness is rare and brief when it occurs, and no one gets left behind.

THE ISSUE

- **Homelessness is a result of individual adverse circumstances colliding with inadequate systems.** Solving the complex problem of homelessness requires a system that can continuously tackle the problem at the individual, systemic, and structural levels.

- **Homelessness is a dynamic, ever-changing problem.** A homeless response system needs to know who is experiencing homelessness, what they need to exit homelessness, how that population is constantly changing, and what is working. Emergency events like fires, floods, storms, and public health crises should inform the design of the homelessness response system.

- **There is no one-size-fits-all solution to homelessness.** Every individual or family experiences homelessness differently. Ending homelessness requires the availability of diverse, proven solutions that meet a variety of needs as well as respond to and address a history of systemic racial inequities.

- **It takes an entire community working together to tackle a complex problem.** No single individual, agency or organization can solve homelessness alone. A strong homelessness response system is built on partnerships across agencies, organizations, and community leaders.

- **We need to act now.** The health and well-being of our neighbors are at stake.

THE URGENCY OF NOW

Homelessness is a big problem, but not one too big to be solved when an entire community comes together.

- 9,600+ Coloradans reported experiencing sheltered or unsheltered literal homelessness on a single night in January during the 2019 Federal Point-In-Time Count snapshot.

- 23,000+ students identified as experiencing homelessness, doubled up, or unstably housed by school-based McKinney-Vento liaisons during the 2018-2019 school year.

- 53,000+ individuals covered by Colorado's Medicaid system in 2019 were without stable housing.

The discrepancies between these data sources are part of what motivates us to encourage every community working to end homelessness in Colorado to collaboratively develop a multi-sector, real-time, by-name list of people experiencing homelessness in their communities and use that list to rapidly test and implement strategies to reduce the number of people experiencing homelessness.

THE PLAYBOOK

SHARED VISION

We can create a future where homelessness is rare and brief when it occurs, and no one gets left behind.

KEY GOALS

- STOP HOMELESSNESS BEFORE IT STARTS.
- IDENTIFY INDIVIDUALS AT RISK & ENSURE THEY ARE SAFE.
- CONNECT PEOPLE WITH SUPPORTS THEY NEED TO QUICKLY EXIT HOMELESSNESS.
- CREATE ACCESS TO LONG-TERM STRUCTURAL SOLUTIONS.

CROSS-CUTTING APPROACHES

LEADING WITH EQUITY

Tackling homelessness through anti-racist practices and community-driven solutions is critical to eliminating racial disparities and inequitable outcomes.

REAL-TIME, PERSON-SPECIFIC DATA

A real-time list of people experiencing homelessness by name can provide a shared understanding of who needs support, whether efforts are working, and how to best target resources.

HOUSING FOCUSED

Helping those experiencing homelessness find stable, secure, and affordable housing as soon as possible provides a foundation to effectively tackle other challenges and opportunities they face.

CROSS-SECTOR PARTNERSHIPS

Screening for social deteminants of health across benefit programs, educational systems, healthcare providers, and reentry planning improves care navigation, reduces emergency system utilization, and increases stability.

PROVEN SOLUTIONS

PREVENTION & DIVERSION

Programs that identify people at high risk of homelessness and provide supports that can help them to avoid it can help reduce the number of people entering homelessness.

ANTI-POVERTY SUPPORTS

Programs that provide services, supports, and benefits help struggling households lead stable, productive, fulfilling, and dignified lives. Examples include access to physical and behavioral healthcare, childcare, employment, and nutritional services.

COORDINATED ENTRY SYSTEMS

Standardized and coordinated systems of care over a given geographic area can help ensure that homelessness services are provided equitably, efficiently, and effectively.

STREET OUTREACH

Street outreach programs can help to identify and help those who feel unsafe in, or are otherwise unable to come into traditional shelters.

LOW-BARRIER SHELTERS

Shelters without restrictive entry requirements help create spaces in which people can feel safe and connect with resources.

RAPID RE-HOUSING

Providing families and some individuals experiencing homelessness with steeply declining subsidies for market-rate rental housing can help resolve an immediate financial crisis.

SUPPORTIVE HOUSING

Supportive Housing combines affordable, community-based housing with access to voluntary wrap-around supportive services to help ensure safety and stability for extremely low-income households who face complex barriers and have long lengths of homelessness.

AFFORDABLE RENTAL HOUSING

Ensuring that a given geographic area has enough affordable rental housing to meet its population's needs can help prevent families & individuals from falling into homelessness.

HOMEOWNERSHIP SUPPORTS

Providing opportunities for low- and middle-income families to purchase homes protects them from rent increases and gentrification that can contribute to homelessness.

Additional information can be found at : The Colorado Community Health Alliance, The National Alliance to End Homelessness, & The Center for Evidence-Based Solutions to Homelessness.

THE POWER OF PARTNERSHIPS

PROVEN SOLUTIONS	LOCAL ACCOMPLISHMENTS
PREVENTION & DIVERSION	• *The Homeless Prevention Activities Program (HPAP) uses State Income Tax Check-Off funding to provide emergency funding and case management assistance to eight organizations working across 25 counties.* • *Northern Colorado's Coordinated Entry System uses HPAP funds to esure that care managers can quickly engage with clients experiencing a tenancy crisis.*
ANTI-POVERTY SUPPORTS	• *Economic Security Programs are our first line of defense for individuals living in poverty to prevent homelessness. All Colorado counties provide a variety of supports, including basic cash assistance, employment supports, food, and medical assistance.*
COORDINATED ENTRY SYSTEMS	• *In 2019, OneHome in Metro Denver increased housing placements by 2-3x over the previous year for families and young adults.* • *Pitkin, Garfield, and Eagle counties are conducting case conferencing to more efficiently and equitably allocate Homeless Solutions Program - State Housing Vouchers.*
LOW-BARRIER SHELTERS	• *The City of Colorado Springs collaborated with Community Health Partners on a coordinated strategy to leverage Emergency Solutions Grants funding to encourage policy changes at their higher-barrier shelter, which resulted in fewer people forced to live unsheltered in its downtown area.*
STREET OUTREACH	• *The Denver Street Outreach Collaborative (DSOC) helps service providers engage with individuals who feel unsafe or are otherwise unable to access emergency shelters. This engagement is essential to building trust and securing permanent housing. When COVID-19 arrived DSOC staff helped connect medically vulnerable individuals with emergency non-congregate sheltering options.*
RAPID RE-HOUSING	• *The Colorado Rapid Re-Housing and Reentry (COR3) program administered through Volunteers of America receives referrals through local coordinated entry systems and the Colorado Department of Corrections. Together these referral sources help close gaps in the continuum, disrupt cycles of recidivism, and reduce the number of individuals exiting incarceration to homelessness.* • *Grand Junction's Next Step 2-Gen Program helps families with school-age children quickly exit homelessness in a collaboration between the Grand Junction Housing Authority, School District #51, Mesa County, and the Colorado Department of Local Affairs (DOLA).*
SUPPORTIVE HOUSING	• *Journey Home is a 30-unit supportive housing development in Cañon City, CO, operated in partnership with Loaves & Fishes, Solvista Health, and Cardinal Capital funded by DOLA, the U.S. Department of Urban Affairs (HUD), and the Colorado Housing and Finance Authority (CHFA). The project provides affordable housing with access to supportive services to help individuals exiting chronic homelessness achieve long-term stability.*
AFFORDABLE RENTAL HOUSING	• *Arroyo Village is a 130-unit development created in partnership with Rocky Mountain Communities and the Delores Project that includes 95 units of workforce housing, 35 units of supportive housing, and an 11,000 sq ft emergency shelter. Funded with support from DOLA, HUD, CHFA, and the Denver Housing Authority (DHA), the project is located in Denver, CO, adjacent to a light rail line.* • *The Anvil Mountain Apartments is a 12-unit affordable housing development in Silverton, CO, created with support from DOLA, San Juan County, and the Town of Silverton. In response to the area's short construction season, the project was constructed with 10 factory-built sections delivered from Grand Junction, CO.*
HOMEOWNERSHIP SUPPORTS	• *The home rehabilitation and emergency repair program operated by Otero County in partnership with DOLA and Total Concept provides low- or no-interest loans to homeowners in Bent, Crowley, and Otero counties. In addition to helping homeowners afford costly home repairs and maintain their housing, the program helps to preserve the region's limited housing inventory.*
REAL-TIME, PERSON-SPECIFIC DATA	• *Fremont County and El Paso County have achieved "Quality Data" for all single adults experiencing homelessness, meaning that they are now able to substantially improve the systems that house and support individuals experiencing homelessness.*
HOUSING FOCUSED	• *Emergency shelters in Denver have become more housing focused by leveraging Homeless Management Information System (HMIS) data to help connect and prioritize guests with housing opportunities on a nightly basis.*

Housing and supports are foundational for the safety, health, and wellbeing of Coloradans. Housing is one of the best-researched social determinants of health, consistently found to improve health outcomes and decrease health care costs. We may not be able to prevent everyone from experiencing a housing crisis, but we can build a system to ensure that homelessness is rare and quickly resolved when it occurs.

GUIDING PRINCIPLES

- **We understand homelessness ends in a home.** We are addressing gaps in affordable housing and breaking down the barriers that stand in the way of affordable homeownership and rental opportunities.

- **We agree on a shared goal.** We aim to help more people and to drive that overall number of people experiencing homelessness down. Collaboration around this shared goal of ending homelessness – not just managing it – is necessary to make this a reality.

- **We work off a full picture of who needs support.** Data allows us to understand the scale of the problem and whether our activities and investments are reducing the number of people experiencing homelessness.

- **We invest in what works.** We ensure that the solutions we offer are those that are proven to work. Decades of evidence have proven that certain philosophies and interventions work – we are building a system that can deliver and target those solutions to those who need it.

- **We work toward a more equitable future.** Homelessness is inseparable from the social systems that create it. By applying a racial equity lens across all we do, we can identify, interrupt, and eliminate racial disparities at every stage of homelessness.

APPENDIX

Cross-Sector Partnership Bright Spot

Built for Zero Community Dashboards Tracking Housing Placements

Tracking State & Federal Funding To Address Homelessness in CO

Ending Homelessness for Individuals with Justice System Involvement

COLORADO
Department of Local Affairs
Division of Housing

HRP 2024: NOFA Scored Questions

Scored Questions *Please use this table as a guide to ensure your application is scored accurately.*		Criteria Points
Available Activity Types		
Street Outreach	What are your funded street outreach program's operating hours and target locations? Please provide a complete schedule of your street outreach hours and locations?	3
	Provide an overview of the project, including brief description, whether the project is new or existing, geographic coverage, goals, target population, and participant eligibility.	3
	Describe how the project will outreach to unsheltered populations to target those not actively engaged in services to access the project. Include how often and for how long case managers are expected to engage a typical participant.	3
	Describe the service provider(s) capacity and experience to provide the intended services. This must include: a. The applicant's experience delivering the proposed services, including previous program outcomes, if applicable b. An evidence-based plan for tailoring services to target population c. Approach to creating safety and address basic needs, to build the trust required for service engagement d. A list and description of services to be provided to participants once trust is built e. The philosophy and framework to be used to plan for and implement the project, including evidence-based models and strategies	3
	Describe the proposed staffing, including: a. Staffing plan, including staffing case management ratios and staff structure b. Plan or approach to staff credentials and trainings c. Plan or approach to supervisory structure, accountability, and support d. Protocol for engaging with target populations (ie. how long staff expect to engage with a typical participant)	3
	Describe how the project will engage Coordinated Entry systems, landlords, Continuum of Care, and other community resources to assist participants in accessing resources and securing decent, safe, and affordable rental housing.	3
	Provide an overview of the proposed budget, detailing activities and expenses, how they were calculated, and why these costs can't be covered by other sources. Ensure this matches the budget provided in the attachment(s).	3

Emergency Shelter	What are the operating hours for client access at your Emergency Shelter? Provide a complete schedule of hours.	3
	Provide an overview of the project, including brief description, whether the project is new or existing, geographic coverage, goals, target population, and participant eligibility.	3
	Services Standards. Describe the service provider(s) capacity and experience to provide the intended services. This must include: a. The applicant's experience delivering the proposed services, including previous program outcomes, if applicable b. An evidence-based plan for tailoring services to target populations c. The approach to creating safety and address basic needs, as needed to build the trust required for service engagement d. A list and description of services to be provided to participants once trust is built e. The philosophy and framework to be used to plan for and implement the project, including evidence-based models and strategies	3
	Describe the proposed staffing, including: a. Staffing plan, including staffing case management ratios and staff structure b. Plan or approach to staff credentials and trainings c. Plan or approach to supervisory structure, accountability, and support d. Staff protocol for engaging with target populations (e.g., how long staff are expected to engage with a typical participant)	3
	Describe how the project will engage Coordinated Entry systems, landlords, Continuum of Care, and other community resources to assist participants in accessing resources and securing decent, safe, and affordable rental housing.	3
	Describe how the project design, access planning, staffing, technology, or other elements of operation will help ensure the safety of guests. Describe how project partners will work to ensure the safety of participants, guests, and residents who may be at risk of victimization or violence. Applicants should describe in detail the type of security provided, how it relates to program operation, and how it will ensure the safety of residents.	3
	Describe how a household would access the project, including eligibility, hours of operation, low barrier strategies, and/or other considerations to access the proposed project. Please use an example of a participant's experience to illustrate the project response.	3
	Provide an overview of the proposed budget, detailing activities and expenses, how they were calculated, and why these costs can't be covered by other sources. Ensure this matches the budget provided in the attachment(s).	3

Homeless Prevention	Provide an overview of the project, including brief description, whether the project is new or existing, geographic coverage, goals, target population, and participant Eligibility.	3
	Describe the service provider(s) capacity and experience to provide the intended services. This must include: a. The applicant's experience delivering the proposed services, including previous program outcomes, if applicable b. An evidence-based plan for tailoring services to target populations c. The approach to creating safety and address basic needs, as needed to build the trust required for service engagement d. A list and description of services to be provided to participants once trust is built e. The philosophy and framework to be used to plan for and implement the project, including evidence-based models and strategies	3
	Describe the proposed staffing, including: a. Staffing plan, including staffing case management ratios and staff structure b. Plan or approach to staff credentials and trainings c. Plan or approach to supervisory structure, accountability, and support d. Staff protocol for engaging with target populations (e.g., how long staff are expected to engage with a typical participant)	3
	Describe how a household would access the project, including eligibility, hours of operation, low barrier strategies, and/or other considerations to access the proposed project. Please use an example of a participant's experience to illustrate the project response.	3
	Budget. Describe the proposed budget, including an overview of activities and expenses, how activities and expenses were calculated, and the reason why these costs cannot be covered under other sources. This description should match the budget(s) the applicant provides in the attachment(s).	3

Rapid Re-housing	Provide an overview of the project, including brief description whether the project is new or existing, geographic coverage, goals, target population, and participant Eligibility.	3
	Describe the service provider(s) capacity and experience to provide the intended services. This must include: a. The applicant's experience delivering the proposed services, including previous program outcomes, if applicable b. An evidence-based plan for tailoring services to target populations c. Approach to creating safety and address basic needs to build the trust required for service engagement d. A list and description of services to be provided to participants once trust is built e. The philosophy and framework to be used to plan for and implement the project, including evidence-based models and strategies	3
	Describe the proposed staffing, including: a. Staffing plan, including staffing case management ratios and staff structure b. Plan or approach to staff credentials and trainings c. Plan or approach to supervisory structure, accountability, and supportStaff protocol for engaging with target populations (e.g., how long staff are expected to engage with a typical participant)	3
	Describe how the project will engage Coordinated Entry systems, landlords, Continuum of Care, and other community resources to assist participants in accessing resources and securing decent, safe, and affordable rental housing.	3
	Describe how the project design, access planning, staffing, technology, or other elements of operation will help ensure the safety of guests. Describe how project partners will work to ensure the safety of participants, guests, and residents who may be at risk of victimization or violence. Applicants should describe in detail the type of security provided, how it relates to program operation, and how it will ensure the safety of residents.	3
	Describe how a household would access the project, including eligibility, hours of operation, low barrier strategies, and/or other considerations to access the proposed project. Please use an example of a participant's experience to illustrate the project response.	3
	Provide an overview of the proposed budget, detailing activities and expenses, how they were calculated, and why these costs can't be covered by other sources. Ensure this matches the budget provided in the attachment(s).	3

HMIS	Provide an overview of the project, including: a. Whether the request is for (a) data collection, management, analysis, and system integration, (b) coordination, and/or (c) resource utilization acceleration b. Geographic coverage c. Detailed description of project, including a project overview, whether the project is new or existing, goals, and intended impact d. How the project advances evidence-based approaches to homelessness, including but not limited to how the project advances Housing First and collaborative strategies within the geographic area	3
	Describe the proposed staffing plan, including: a. Overall staffing plan and structure b. Plan or approach to staff credentials and trainings c. Plan or approach to supervisory structure, accountability, and support	3
	Describe the specific need(s) the request seeks to address. Include quantitative and qualitative data and the expected outcomes of this funding, if awarded, or the impact if not awarded.	3
	Collaboration and Duplication. Describe the origin of the systems improvement request (e.g., what partner(s) identified the systems improvement opportunity), how the specific project collaborates with the local Continuum of Care and/or other partners, and how the project is avoiding duplication of strategies or services.	3

Project Overview	
Provide a brief narrative of the proposed project concept, including what the proposed project hopes to achieve through this request for funding.	3
Did the proposed project include individuals with lived experiences of homelessness and/or behavioral health systems in decision-making and program development?	3
Explain (i) how the proposed project has already included individuals with lived experience in the proposed services and project design, and (ii) how participants will continue to be able to provide input regularly to the project and services once in operation.	3
Describe how the project will advance Inclusivity, Diversity, Equity, and Accessibility (IDEA). Include (i) your understanding of specific groups of persons within the priority population(s) who are disproportionately impacted (e.g., related to race, ethnicity, gender, age, sexual orientation, national origin, language, ability), and (ii) describe how your project plans to address those disparities in your program design, including policies and procedures, participant selection, services provision, staff trainings and experiences, and decision-making. Be specific and include examples.	3
Describe how the project concept(s) are based upon evidence of proven effectiveness. Include examples of this evidence, such as research, evaluations, existing program examples with successful outcomes, etc	3
Describe how inclusion, diversity, equity, and accessibility are connected to the organization's mission, vision, and values.	3
Elaborate on the project's intended goals, outcomes, and relationship to the homelessness response continuum. Describe how the project aligns with community goals, meets a need, fills a gap, or provides system improvement in the community. Provide local data.	3
Describe efforts the applicant has undertaken to engage neighborhood groups, community groups, and other external entities (e.g., local hospitals, law enforcement, local businesses) to ensure the project's long-term success in its proposed location and/or service area throughout development and operation. In your response, focus on strategic collaborations specific to the proposed project.	3

Applicant Capacity

Describe the organization's experience, including (i) the organization's experience receiving and managing federal, state, or other grant funds, (ii) the project's oversight and internal controls, such as policies, practices, and procedures to prevent waste, fraud, or abuse of funds, as well as how the organization self-monitors for compliance (e.g., how the organization avoids prohibited or unallowable activities); and (iii) how the organization holds itself accountable when non-compliance or ineffectiveness are identified or when complaints are brought forth (by participants, staff, or others).	3

Budget	
Describe any sources and amounts of local match being committed to the project. Match may include monetary (governmental, private, and philanthropic) as well as non-monetary (fee waivers, staff resources, etc.).	3
Are there findings in the Applicant's most recent financial audit? (No = 3; Yes = 0)	3

COLORADO
Department of Local Affairs
Division of Housing

FEDERAL AUDIT OVERVIEW FORM

COMPLIANCE WITH SINGLE AUDIT REQUIREMENTS PER 2 CFR 200.501
Any non-Federal entity that expends $750,000 or more in federal funding during its fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501 (Audit Requirements). This form ensures that any entities funded through this NOFA are in compliance with this requirement, and are reasonably expected to maintain that compliance throughout the performance period of the program being applied for.

INSTRUCTIONS:
Please complete the answers to the following questions and attach the most recently completed single audit, as applicable.

1. How much federal funding did your agency spend in the most recent fiscal year?

   Applicants should provide budget information from the fiscal year which has most recently closed and should use the fiscal year of their agency's financial management system, not the state or federal fiscal year.

   $13,926,791

   If your agency spent more than $750,000 in federal funding in its last fiscal year, you are required to submit a single audit or a program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501.

2. If your agency spent more than $750,000 in the most recent fiscal year, did you meet the audit requirements through a single audit or a program-specific audit?

   ☒ Single Audit ☐ Program-specific audit

Please make sure to attach the Verification of Audit on Federal Audit Clearinghouse, as noted in the checklist for supporting documentation, if applicable.

COLORADO
Department of Local Affairs
Division of Housing

Federal Audit Clearinghouse
Image Management System

Instruction Manual | Federal Program Contacts | FAC Home Page | FAQs

Search Results for Single Audits

YOUR SEARCH FOUND 0 RECORD(S)

SEARCH CRITERIA:

- FISCAL YEAR : 2020, 2019
- FAC RELEASE DATE :
- FISCAL PERIOD END DATE :
- AUDITEE EIN :
- AUDITEE EIN RELATIONSHIP :
- AUDITOR EIN :
- AUDITOR EIN RELATIONSHIP :
- AUDITEE NAME : COLORADO DEPARTMENT OF LOCAL AFFAIRS
- AUDITOR NAME :
- AUDITEE STATE : CO
- FINANCIAL STATEMENT OPINION :
- SPECIAL FRAMEWORK OPINION :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
- LOAN/LOAN GUARANTEE :
- PASSTHROUGH :
- SUB RECIPIENT AWARD :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :
- COMPLIANCE REQUIREMENT :
- REPEAT FINDING :
- QUESTIONED COSTS :

AUTHORIZED SIGNATURE SHEET

Date:

WHEREAS, the Gunnison County Department of Health and Human Services (GCDHHS) has approved an application to the Colorado Department of Local Affairs/ Division of Housing for funds for Homelessness Resolution Program and

WHEREAS, GCDHHS certifies by

x	Board Resolution		Bylaws		Policy		Other:	

(Please attach backup documentation) that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by GCDHHS

Matthew Birnie
Name of Authorized Signatory

County Manager
Title

Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Joni Reynolds, Assistant County Manager, an agent of GCDHHS for the purpose of authorizing and signing:

x	Payment Requests	
x	Quarterly Financial Status Reports	
x	Quarterly Project Performance Reports	
x	Monitoring Documents	
☐	Other	

I certify to the best of my knowledge and belief, statements and data in this application, including the required Statement of Assurances and Certifications, are true and correct.

Signature Joni Reynolds

Name and Date (Typed or Printed) Joni Reynolds 9/10/24

Policy Name:	Gunnison County Manager Contract-Execution Authority Policy			**Policy Number:**	1.2.1.2
Approval Authority:	Gunnison County Board of County Commissioners			**Date of Adoption:**	12/18/2018
Effective Date:	1/1/2019	**Adoption Document:**	Resolution #2018-52		
Review Date:	1/1/2024	**Review Frequency:**	Every five (5) years.	**Policy Custodian:**	Administration Department

PURPOSE

This policy grants limited signatory authority to the County Manager so that he or she may execute contracts with financial considerations on behalf of the Board of County Commissioners (BOCC) in order to take advantage of financial opportunities that would benefit the County and avoid operational delays.

SCOPE

This policy applies to the Gunnison County Manager and, whenever explicit authority has temporarily been granted due to his or her absence, to the County Manager's chain of succession outlined in Policy #1.2.4.3.1, *Emergency and Disaster Management and Procedures.*

DEFINITIONS

- Consumer Price Index (CPI) Calculator. The CPI is a measure of the average change in prices over time in a market basket of goods and services. The Bureau of Labor Statistics (BLS) releases CPI data monthly, and the CPI calculator utilized by the Bureau of Labor Statistics (BLS) shall be used to calculate the annual financial increase to the County Manager's contract-execution authority.

POLICY STATEMENTS

The County Manager of Gunnison County, Colorado is authorized, without further action of the BOCC, to execute on behalf of the BOCC, any and all contracts with an aggregate direct financial payment, or receipt, by Gunnison County over the term of the contract of not more than one-hundred, twenty-one thousand dollars ($121,000). Execution of any contract with an aggregate direct financial payment or receipt by Gunnison County over the term of the contract of more than one-hundred, twenty-one thousand dollars ($121,000) shall require further formal action of the BOCC. In January of each calendar year, beginning in 2020, this authority will be automatically adjusted according to the CPI as compared to the current year's authority, rounded to the nearest one-thousand ($1,000) dollars; Administration Department staff will inform all department directors of the new limit each January.

The County Manager shall provide each proposed contract to the Gunnison County Attorney and the Gunnison County Finance Director for review and written approval before execution. The County Manager will also schedule each contract executed pursuant to this policy on a BOCC agenda for acknowledgment of his or her signature.

COMPLIANCE

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

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- Policy #1.2.4.3.1, *Emergency and Disaster Management and Procedures*

Form **W-9**
(Rev. May 2019)
State of Colorado
Substitute

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester or State Department. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
County of Gunnison

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶ ☑ Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Remittance address (number, street, and apt/suite or PO Box). See instructions.
200 E. Virginia Ave

Procurement address if different (optional)

6 City, state, and ZIP code
Gunnison,CO 81230

7 Contact name and email
jwise@gunnisoncounty.org

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 6 0 0 0 7 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Jody Wise | **Date** ▶ 1/8/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SAM.GOV®

GUNNISON, COUNTY OF

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NSN9FAGKEDJ9	**38YT2**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 5, 2025**	
Physical Address	Mailing Address	
200 E Virginia AVE **Gunnison, Colorado 81230-2248** **United States**	**200 E. Virginia Avenue** **Gunnison, Colorado 81230-2248** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 03	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 9, 2024	**Feb 6, 2024**	**Apr 27, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 31, 1877	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**38YT2**

Points of Contact

Electronic Business

DEBBIE DUNBAR
221 N. Wisconsin
Gunnison, Colorado 81230
United States

Perry Solheim, CFO
200 E. Virginia Avenue
Gunnison, Colorado 81230
United States

Government Business

Perry Solheim
200 East Virginia Avenue
Gunnison County Housing Authority
Gunnison, Colorado 81230
United States

Perry Solheim, CFO
200 E. Virginia Avenue
Gunnison, Colorado 81230
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**921190**	**Other General Government Support**

Disaster Response

This entity does not appear in the disaster response registry.

COLORADO
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Division of Housing

ABILITY TO COMPLY WITH HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

PLEASE NOTE: DOH will coordinate reviews with HMIS lead agencies and the CAFÉ system administrator to set up programs and ensure compliance with HMIS/CAFÉ requirements.

Instructions: Place an "X" in the box that best describes the applicant agency's current HMIS/CAFÉ status and answer the questions that apply to your selection.

✓☐**My agency is/will be using the Colorado HMIS (CO HMIS) to enter all required HRP HMIS data elements consistently.**

1. Is your agency using HMIS? If not, what is your plan to begin using HMIS by the start of this agreement? *HMIS data must be entered for any clients served with HRP funds, and grantees cannot incur cost toward their HRP program until they are entering required data into HMIS.*

   Yes

2. If this application is for existing HMIS projects, please enter all relevant HMIS project names and the project type.

3. If awarded, will you need additional staff trained and additional HMIS licenses? If so, how many (an estimate is fine here).

   yes 1

4. What HMIS technical assistance does your agency need?

   ongoing

5. What is your agency's participation rate in HMIS? *Please speak to how many of your organization's housing/homeless programs use HMIS versus other databases and how many referrals your organization receives through Coordinated Entry Systems that have been built into your HMIS.*

   1

☐**My agency is/will be using CAFÉ, the HMIS comparable database, to enter all HUD-required HRP HMIS data elements consistently.**

1. Are you a Domestic Violence Service Provider? If yes, how long have you been using

CAFÉ? If no, please note that your agency must use the Colorado HMIS (COHMIS).

2. Is your agency using CAFÉ for client management? If not, what is your plan to begin using CAFÉ for client management by the start of this agreement? If yes, how long have you been using it for client management?

3. If awarded, will you need additional staff trained and additional CAFE licenses beyond the 10 free licenses provided by Salesforce? If so, how many (an estimate is fine here).

4. What CAFÉ technical assistance does your agency need? How are you planning to incorporate the technical assistance into your program through this application?

Make sure to attach your agency's PDF CAPER dated for the most recent year, April 1 to March 31. DOH shall utilize the data quality tables in the submitted CAPER as part of this application scoring process. (CAFÉ Users will not be scored on the data quality of their CAPER due to the ongoing updates being implemented, but will still be expected to submit a CAPER.

COLORADO
Department of Local Affairs
Division of Housing

HOMELESSNESS RESOLUTION PROGRAM ASSURANCES AND CERTIFICATIONS

(Subject to change with final regulations)

Joni Reynolds Assistant County Manager *(Name and Title of CEO or appropriate non-profit signatory)* of Gunnison County *(Town, City, County or nonprofit organization)* which is applying to the State of Colorado for funding through the Homelessness Resolution Grant Program from the U.S. Department of Housing and Urban Development (HUD), hereby assures and certifies that:

Amounts awarded under this program will be used only for these purposes:

1. Assist in the prevention of homelessness.
2. Assist in supporting the essential operating costs.
3. Assist in improving the quality of supportive services to the homeless.

Projects will not require participation in religious services, as a condition for receiving assistance.

Consistency with plan - All activities the grantee undertakes with this assistance are consistent with the State of Colorado's consolidated plan.

Essential Services and Operating Costs - In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the grantee will provide services or shelter to homeless individuals and families for the period during which the HRP assistance is provided, without regard to a particular site or structure, so long as the grantee serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Supportive Services - The grantee will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality - The grantee has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the HRP program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization from the participant(s) to the person responsible for the operation of that shelter.

Homeless Persons Involvement - To the maximum extent practicable, the grantee will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the HRP program, in providing services assisted under the HRP program, and in providing services for occupants of facilities assisted under the program. This also includes participation in decision making bodies responsible for creating policies and procedures.

COLORADO
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Homeless Management Information System (HMIS) - Grantees receiving funding from the Homelessness Resolution Program must be compliant with (HMIS) as required by HUD.

Discharge Policy - The grantee will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Matching Funds - The grantee will obtain matching amounts required under 24 CFR 576.201.

Conflict of Interest - The requirement concerning the prohibition of conflict of interest or financial interest in decision-making by elected officials, appointed officials, staff or board of directors except as may be granted by HUD.

Anti-Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The required certification that the submission of an application for any Homelessness Resolution Grant is authorized under applicable law and that the local government or nonprofit organization possesses legal authority to carry out Homelessness Resolution Grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Joni Reynolds, ACM Healty Human Safety Services
Name Title

Joni Reynolds 9/10/24
Signature Date

COLORADO DIVISION OF HOUSING - Homelessness Resolution Program (HRP)	
Agency Name:	Gunnison County Department of Health and Human Services
Date Submitted:	
Person Submitting Request:	Elizabeth Holena
Email:	elizabeth.holena@state.co.us
Phone:	970.642.4665

Activity Expenditures	Total Being Requested
RAPID REHOUSING	
Rental Assistance	
Relocation & Stabilization - Financial	
Relocation & Stabilization - Services	
TOTAL RRH REQUEST	$ -

Activity Expenditures	Total Being Requested
HOMELESSNESS PREVENTION	
Rental Assistance	$ 16,000.00
Relocation & Stabilization -	$ 4,000.00
Relocation & Stabilization -	
TOTAL HP REQUEST	$ 20,000.00

Activity Expenditures	Total Being Requested
HMIS	
HMIS Staff	
HMIS Equipment, etc.	
HMIS REIMBURSEMENT	$ -

Grand Total (for this request)	
RRH	$ -
HP	$ 20,000.00
HMIS	$ -
Street Outreach	$ -
Emergency Shelter	$ 20,000.00
Administration	$ 10,000.00
Total Request	$ 50,000.00

Match D	
Match Required	$ 25,000.00
Description of where match will come from and how it will be used (Applicant to input)	

Activity Expenditures	Total Being Requested
STREET OUTREACH	
Essential Services	
TOTALS SO REQUEST:	$ -

Activity Expenditures	Total Being Requested
EMERGENCY	
Essential Services	$ 20,000.00
Operations	
Renovation/Rehab/	
TOTAL ES REQUEST:	$ 20,000.00

Activity Expenditures	Total Being Requested
ADMIN	
Salaries, Wages, and	$ 10,000.00
Third Party Administrative	
Other	
TOTAL ADMIN REQUEST:	$ 10,000.00

etails	
Match to be Contributed (Applicant to input)	

COLORADO
Department of Local Affairs
Division of Housing

HRP 2024: NOFA Scoring Criteria

Scoring Criteria
0 = Didn't answer the question *(No response or answer provided to the question.)* **1 = Responded to the question, but very vague** *(Response is general, lacks specific details, and merely restates the question.)* **2 = Some specifics and details directly answering the question** *(Response includes some relevant details and specifics that address the question.)* **3 = Exemplary/thorough with detail and specific data** *(Response is detailed, including specific data such as staff roles, locations, accountable processes, and data/target measures directly related to the question.)*

Section Scoring	Maximum Score
Available Activity Types	
Street Outreach	21
Emergency Shelter	24
Homeless Prevention	15
Rapid Re-housing	21
Homeless Management Information System	12
Project Overview	
Project Overview	24
Applicant Capacity	
Applicant Capacity	3
Budget	
Budget	6

****Applicants do *not* need to include every "Available Activity Type" listed in the scoring rubric in your budget. Each application will be scored based on the specific activity types for which you apply. While the maximum score of 126 points is achievable if you apply for all categories, it's not necessary to include all categories in your budget to be competitive.**

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Homelessness Resolution Program (HRP) NOFA Overview

COLORADO
Department of Local Affairs

DOH Making Homelessness History

Our vision for Colorado is for everyone to have a safe, stable and affordable place to live. We can create a future where homelessness is rare and brief when it occurs, and no one gets left behind.

Outlines a series guiding principles, key goals, crosscutting approaches, and proven solutions created to support communities in their efforts to create robust homeless response systems designed to meet the needs of those experiencing homelessness.

Making Homelessness History in Colorado Playbook

Welcome

Greetings to all new and existing HRP subrecipients!

Before we begin, please take note of the following:

- This is a pre-recorded webinar
- If you have any questions, please submit them using the Homelessness Resolution Program (HRP) 24 NOFA Question Form. This link will be available through Sep 11, 2024.

Agenda

1. HR Program Overview
2. HR Program Timeline
3. Application Overview
4. Eligible Activities
5. Fiscal Agents & Subawards
6. HR Program Requirements
7. Resources and Ask A Question process

HRP Program Overview

- The Homelessness Resolution Program (HRP) is the evolution of the Emergency Solutions Grant program at Colorado Division of Housing.
- Flow-through funding from the State of Colorado, Colorado Division of Housing and Federal Housing and Urban Development programs. Although funding comes from multiple sources, all funds are administered per ESG compliance and eligibility.
- The primary objective of this program is to provide assistance to people who have experienced a housing crisis and/or homelessness, helping them regain stability in permanent housing as quickly as possible.
- HRP is a reimbursement model grant. Incurred, eligible expenses are documented and submitted for reimbursement. Agencies must incur costs initially until reimbursement is administered.

Program Timeline

Application Released: August 12, 2024

Application due: September 15, 2024 by 11:59 p.m. MST

Awards Notification: November 2024

Anticipated Grant Agreement Performance Period: April 1, 2025 - March 31, 2026

HRP Application Overview

Homeless Resolution Program NOFA

HRP Application Overview

Create and Register Your Account:

- Access the Neighborly portal and click "Register."
- Use your email as your username.
- Verify your email (check spam/junk folders).

Logging In:

- Use the same portal link with your registered email and password.

Label Attachments Clearly:

- Use the format: "Agency Name, Document Name" (e.g., "State of Colorado, W9.pdf").
- Submit and save your application & supporting docs in the Neighborly platform
- Save the application as you go
- If multiple people are working on the application, add a User to the case using the prompts in Neighborly

Threshold Requirements

- Non-profit 501(c)(3) status or be a unit of local government
- Costs and activities for which funding is being requested must be eligible under HRP
- Use Homeless Management Information Systems (HMIS) or a comparable database for Victim Service Providers to record client level data.
- Provide all supporting documentation required upon application

Cure Period:

- Process to ensure that all elements of each application have been submitted completely and correctly. Any applications not satisfying the required application elements after the cure period will be automatically disqualified and not considered for review.

Application Evaluation

- Funds will be awarded based on clarity and completeness of responses
- Scoring and maximum points will be determined by reference to your implementation of best practices and inclusion of specific program details and data
  - oFor example, not just stating you use housing-focussed services but who is the staff member using these, in what ways, and at what scale, etc.
- Extent to which the applicant demonstrates an understanding of the ESG and Homelessness Resolution programs, and State of Colorado and HUD priorities
- Past performance in DOH and ESG programs (if applicable)
- Strength of program design and implementation strategy

Scoring Rubric

Scoring Criteria	
Section Scoring	Maximum Score
Available Activity Types	
Project Overview	
Applicant Capacity	
Budget	
Total	125

HRP Eligible Activities

HRP Eligible Activities

- Street Outreach
- Emergency Shelter
- Rapid ReHousing
- Homelessness Prevention
- Homeless Management Information Systems (HMIS; or use of DOH comparable database)
- Administration (Limited to 7.5%)

Emergency Shelter

- Costs of providing essential services to households experiencing homelessness in emergency shelters, and operating emergency shelters
- This can include day shelters if the primary purpose is to provide temporary shelter for people experiencing homelessness, including for specific subpopulations
- Does not require occupants to sign leases or occupancy agreements
- Funding available for Essential Services and Operations costs

Essential Service costs include:

- Case Management
- Childcare
- Education Services
- Employment Assistance And Job Training
- Outpatient Health Services
- Legal Services
- Life Skills Training
- Mental Health Services
- Substance Use Treatment Services
- Transportation

Operation costs include:

- Maintenance
- Rent
- Security
- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Supplies For Operation
- Hotel/Motel Vouchers

Street Outreach

Costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people.

- Eligible costs include:
  - Engagement
  - Case Management
  - Emergency Health Services
  - Emergency Mental Health Services
  - Transportation

Homelessness Prevention & Rapid Rehousing

- **Homelessness Prevention:** To **prevent** a household from experiencing homelessness and maintain housing
- **Rapid ReHousing:** To **rapidly exit** a household from their experience of homelessness into housing
- Eligible costs include:
  - **Housing Relocation and Stabilization Financial Assistance:**
    - Application fees, security deposits, last month's rent, utility payments, moving costs
  - **Housing Relocation and Stabilization Services:**
    - Housing search and placement, housing stability case management, mediation, legal services, credit repair
  - **Rental Assistance:**
    - Short-term (< 3 mo.) and medium-term assistance (3-24 mo.), rental arrears (up to 6 mo.), tenant or project based

HMIS or CAFÉ

- Homeless Management Information Systems (HMIS): Client-level data reporting system
- Subrecipients who are not serving victims of domestic violence must use the Colorado HMIS. Subrecipients serving victims of domestic violence must use DOH's Comparable Database.
- Eligible costs include cost of contributing to the required databases including service fees, equipment costs and staff time.
- Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS, including activities funded for victims service providers using a comparable database.

Administration

- Limited to 7.5% of your overall budget
- Costs of overall program management, coordination, monitoring and evaluation.
- This does not include staff and overhead costs directly related to carrying out activities eligible described because those costs are eligible as part of those activities

Ineligible Activities

Emergency Shelter

- Property Acquisition
- Legal Services and retainer fees
- Mortgages
- Inpatient Substance Use Treatment and Detox
- Clothes and client car repairs

Homelessness Prevention and Rapid Rehousing

- Purchase of furnishings and household items
- Payment of storage fees in arrears
- Financial assistance to a household already supported in another program for the same support
- No more than 2 months rent for security deposit
- Late fees and penalties

*Not an exhaustive list

Fiscal Agents and Subawards

Fiscal Agents & Subawards

1. HUD allocates ESG funds to State of Colorado based on formula model
2. DOH (ESG Recipient) receives funds and creates the HRP application process to pass funds to other agencies
3. DOH awards funds and creates grant agreements to Subrecipients to perform HRP activities OR DOH awards funds to Fiscal Agents or Pass Through Entities (PTE) who administer and pass the funds on to other eligible agencies to perform HRP activities

Fiscal Agent: Oversees the process for accepting competitive *applications* and contracting ESG activities to sub-sub recipients following all ESG and State of Colorado compliance and procurement regulations.

Pass Through Entity/Subawards: *Procurement* activities with a vendor that *exceed* the $10,000 micro-purchase threshold are considered a subaward relationship. Must have approval by CDOH.

If you are planning to serve as a Fiscal Agent or establish subawards, please be clear in your application and identify planned subawards in your budget

HRP Program Requirements

HRP Reporting Systems

- **Homeless Management Information System (HMIS)**
- **Comparable Database:** Café is currently being used as the DOH VSP comparable database, but other options are open for consideration.
- **Sage:** HUD's grant management and tracking database for federal ESG subrecipients
- **Neighborly:** DOH's grant management and tracking database where applications, reimbursement requests and quarterly performance reports for HRP will be submitted

Policies, Procedures and Recordkeeping

- Subrecipient must develop and use local policies and procedures for recordkeeping. Your P&P are reviewed when your program is monitored and when HRP staff conduct technical assistance.
- You may use DOH Policies and Procedures as a basis, but must have your own agency P&P's related to your funded activities and organization.
- Your recordkeeping must include:
  - How you screen potential applicants
  - How you maintain records for eligible and ineligible applicants
  - How you collect and maintain required documentation
  - What separation of financial duties your organization uses to meet Generally Accepted Accounting Practices (GAAP)
  - How you coordinate with CoCs, coordinated entry, HMIS, etc.
  - Confidentiality and Personal Identifying Information (PII) policies
  - Grievance and Appeals policies

Monitoring

Formal monitoring of funded agencies typically occurs in the second (calendar) quarter.

This will include:

- Risk Assessment completed by DOH staff
- Desk Review(virtual) or On-site Review
- Review of your HRP Policies and Procedures, HMIS and client files

Funded agencies will be notified as least one calendar month in advance to schedule monitoring.

HRP Resources

DOH Resources & Training

DOH HRP Toolbox

- Program guidelines, grant management tools, compliance resources, faq's, trainings

Bi-Monthly Office Hours (Odd Months)

3rd Wednesday's of the Month from 9:00am-9:30am MST.

Technical assistance topics

- Google Meet joining info
- Video call link: https://meet.google.com/vgw-aqkn-jrt
- Or dial: (US) +1 337-573-0134 PIN: 217 524 444#

Community Conversations, quarterly

- Conversations between funded partners on topics around best practices and problem solving

Sign up for the DOLA e-newsletter and HRP Mailing List

Additional Resources

Program Overview Tools

- Introduction to ESG: HUD Exchange
- ESG Program Components and Activities Webinar

ESG Program Regulations

- ESG Program Regulations 24 CFR Part 576
- Program Administration 24 CFR 576.500
- Recordkeeping and Reporting 24 CFR 576.500
  - Homeless Participation 24 CFR 576.405
  - Faith-Based Activities 24 CFR 576.406
- Program Termination 24 CFR 576.402
- Environmental Review Responsibilities 24 CFR 576.407(d)
- Shelter and Housing Standards 4 CFR 576.403
- Federal Funding Regulations 24 CFR 576.407(a)

Thank you for your dedication to ending homelessness in Colorado!

Please submit questions here:
HRP 24 Question Form

AUTHORIZED SIGNATURE SHEET

Date:

WHEREAS, the Gunnison County Department of Health and Human Services (GCDHHS) has approved an application to the Colorado Department of Local Affairs/ Division of Housing for funds for Homelessness Resolution Program and

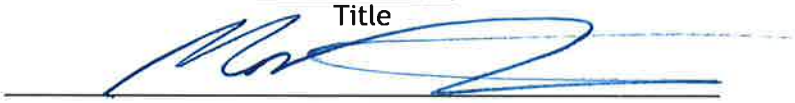
WHEREAS, GCDHHS certifies by

x	Board Resolution		Bylaws		Policy		Other:	

(**Please attach backup documentation**) that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by GCDHHS

Matthew Birnie
Name of Authorized Signatory

County Manager
Title



Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Joni Reynolds, Assistant County Manager, an agent of GCDHHS for the purpose of authorizing and signing:

x	Payment Requests	
x	Quarterly Financial Status Reports	
x	Quarterly Project Performance Reports	
x	Monitoring Documents	
☐	Other	

I certify to the best of my knowledge and belief, statements and data in this application, including the required Statement of Assurances and Certifications, are true and correct.
Signature
Name and Date (Typed or Printed) Joni Reynolds

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Licensing Request Form; Criterion Pictures; Juveni

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Criterion Pictures

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

Summary:

Movie licensing agreement for GCSAPP free community movies for Home Alone on 12/13/24.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Telephone (800) 890-9494

LICENSING REQUEST FORM

Billing Address

Name: Emily Mirza Title: GCSAPP Program Manager

Organization Name: Gunnison County Juvenile Serivces Department: _____

Street Address: 202 E. Geogria Ave

City, State, Zip Code: Gunnison, CO 81230

Email: emirza@gunnisoncounty.org Phone: 9706427396

Screening Location: Western Colorado University

Address: 1 Western Way, Gunnison, CO City, State, Zip: 81230

Shipping Address (if different from billing)

Name: _____ Title: _____

Organization: _____ Department: _____

Street Address: _____

City, State, Zip Code: _____

Email: _____ Phone: _____

Screening Request Details

Movie Title(s): Home Alone

Screening date (s): 12/13/24

☑ Indoor ☐ Outdoor ☐ Drive-in*

*Please Note Drive-In events will require studio approval before booking

Venue Capacity: 200
For Drive-ins please note maximum number of cars

Expected Audience Size: 100
For Drive-ins please note number of cars

Charging Admission: ○ Yes ◉ No

Admission Cost/Ticket Price: _____
Total cost for admission/entry, including any fees or surcharges

Format: ☑ I will supply my own **OR** Send: ☐ DVD ☐ Blu-Ray PLEASE NOTE: $25 roundtrip shipping for DVD/Blu-Ray
For DCP or 35mm please consult with your account rep for availability/cost

FORM COMPLETED BY: Emily Mirza **DATE:** 9/9/24

Sales Rep: Ryan Hedge

Please initial the corresponding boxes to acknowledge acceptance of booking terms & conditions:

↓	• Movies are licensed for one show on the date and location provided in the confirmation (unless otherwise noted). Titles cannot be edited or copied. • Criterion Pictures reserves the right to revoke licensing should studios, in their sole discretion, choose to remove a title from availability after a booking has been placed. In the rare instances this happens you may reschedule the screening, substitute for an alternate available title, or cancel the event without obligation. • Criterion Pictures USA is NOT authorized to license screenings in commercially operated movie theaters without the express written consent from our studio partners. Criterion Pictures USA can address any questions about the venue at the time of the request.
	• To cancel a booking without penalty Criterion Pictures must be notified in writing no less than 10 business days prior to the scheduled screening date. For cancellations made **less** than 10 days in advance (weather related or otherwise) Criterion Pictures must be notified in writing no more than 2 business days after the original screening date. The full license fee will apply for any screenings outside of these parameters. • Cancelled screenings can be rescheduled for a date no more than one year after the original screening date, dependent on title availability.
	• Payment is due in advance of the screening date for new customers, and no later than 30 days from the date of invoice for customers that have established credit. Criterion Pictures accepts all major credit cards, check, and money orders. Any check returned due to insufficient funds must be replaced by credit card or money order for the full amount and a service fee may apply.
	• Admission cannot be charged for the screening unless approved by Criterion Pictures at the time of booking. • If admission is charged (either individually or in combination with other screenings/activities/food/etc.) clients must pay the quoted license fee or 50% of gross ticket sales, whichever is higher. Any changes to these terms must be specified in writing by Criterion Pictures. • Box office receipts specifying number of tickets sold and ticket price(s) must be submitted to Criterion Pictures within 2 business days of the final screening date. If box office receipts are not received within 30 days of a written request Criterion Pictures reserves the right to invoice as if the screening had sold out, based on the venue capacity and admission cost information provided on this form. • Exhibitor agrees that Criterion Pictures will have the right to retain an outside auditor to visit the offices of the Exhibitor and inspect all records necessary to confirm the amounts reported to and amounts due to Criterion. Criterion will bear the costs of such audit.
	• All copies of movies provided by Criterion Pictures must returned via UPS or FedEx on the first business day following the final screening date. Any media lost, stolen, or damaged in transit or otherwise must be immediately reported to Criterion Pictures. Materials not returned to Criterion Pictures may be subject to a replacement fee of up to $99. • Shipment requests must be made at least 2 business days before the screening date to allow time for shipment processing. Criterion Pictures is not responsible for cancelled screenings if not notified of missing/ malfunctioning/damaged materials at least 2 business days in advance.
	• There can be no promotion of the screening of any kind until Criterion Pictures provides written confirmation of the license. • Marketing material may only use official images/logos and no altering is permitted. • The following marketing is **not** allowed without written consent from Criterion Pictures in advance: Paid or in-kind advertising in print (including billboards/digital signage not at venue), television, or radio that lists the film title either as a stand-alone advertisement of series of events. Planned or solicited mass media coverage on television, radio, or newspapers prior to the screening. Press releases mentioning the film title. Merchandise using film title or utilizing any imagery/logos. • The following marketing is permitted: Social media posts (including promoted/boosted posts). E-mail and direct mail to a closed mailing list. Flyers/posters at or near the screening/organization location. Information about the screening on the exhibitor's website and/or phone number. • Exhibitor will confirm with Criterion Pictures before using any marketing methods not outlined here.
	• This form, coupled with pricing terms confirmed via e-mail at the time of booking, serves as the contracted terms and conditions for all bookings placed.

Exhibitor expressly agrees that a violation of any of the above Terms and Conditions may result in Criterion Pictures revoking the screening license, among other remedies that may be available to Criterion.

Name: _____ Date:_____

Signature:_____

Sales Rep: Ryan Hedge

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Community Languag

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Community Language Cooperative and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** POGG1 24-3079 GVBCC

Summary:

The Gunnison Valley Building Code Collaborative is hosting a heat pump training on 9-24 as part of the grant received from the CO Energy Office. Spanish Interpretation is part of the grant award.

Fiscal Impact:

Submitted by: Crystal Lambert **Submitter's Email Address:** clambert@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of September, 2024 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Community Language Cooperative whose address is 4193 S Decatur St, Englewood, CO 80110 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Spanish translation services, including on-site interpretation and a Spanish recording of the training, for upcoming energy efficiency training ("Services").

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategic goal to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed four-thousand five-hundred seventeen and 34/100 U. S. Dollars ($4,517.34). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

a. Because Contractor represents and warrants that he is a sole proprietor and has no employees, Worker's Compensation Insurance shall not be required during the term of this Agreement.

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

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

($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS $100,000 or more.]]

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and

all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property (collectively, "IP") generated as a result of the Services shall remain the sole and exclusive property of Contractor, except that Contractor, for the consideration contained in this Agreement, hereby grants a non-revocable, non-assignable, and non-transferable license to the County for distribution and use of the IP for official County purposes only. Contractor shall refrain from reference to the County with regard to any use of the IP outside of the scope of work set forth in this Agreement. .

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: Community Language Cooperative
4193 S Decatur St
Englewood, CO 80110

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Community Language Cooperative

4193 Decatur St
Englewood, CO 80110 US
+13035645649
accounting@communitylanguage.org

Estimate

ADDRESS
Town Of Crested Butte

ESTIMATE 2520
DATE 08/27/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/24/2024	Spanish Interpretation	Heat Pump Workshop 8-5 PM/ 2 interpreters/ $170 per hour for two interpreters Western Colorado University, North Ballroom, 1 Western Way, Gunnison, CO, 81230	9	170.00	1,530.00
09/24/2024	Mileage	Mileage for two interpreters from Denver 402 miles roundtrip	402	0.67	269.34
09/24/2024	Travel Time	8 hours roundtrip from Denver to Gunnison 2 interpreters/ $85 per hour for two interpreters	8	85.00	680.00
09/24/2024	Per Diem	$74 perdiem per interpreter	2	74.00	148.00
09/24/2024	Lodging	One night of lodging	2	180.00	360.00

This estimate reflects interpretation for an in-person event. It's reflective of travel time, mileage, per diem, and lodging.

SUBTOTAL	2,987.34
TAX	0.00
TOTAL	**$2,987.34**

Accepted By

Accepted Date

Community Language Cooperative

4193 Decatur St
Englewood, CO 80110 US
+13035645649
accounting@communitylanguage.org

Estimate

ADDRESS
Town Of Crested Butte

ESTIMATE 2521
DATE 08/27/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/24/2024	Spanish Interpretation	Heat Pump Workshop 8-5 PM/ 2 interpreters/ $170 per hour for two interpreters Western Colorado University, North Ballroom, 1 Western Way, Gunnison, CO, 81230	9	170.00	1,530.00

This estimate reflects interpretation for either a virtual event or a recording.

SUBTOTAL	1,530.00
TAX	0.00
TOTAL	**$1,530.00**

Accepted By

Accepted Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; Trade

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification of CM Signature; Trade Contractor Agmt; K&K Concrete

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: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 20th day of August, 2024, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and K&K Concrete, 105 S. Mesa Ave., Unit A, Montrose, CO 81401 ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Seven Hundred Seventy Two Thousand One Hundred Fifteen Dollars ($772,115.00) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 6. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County.

Section 8. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 9. Commencement and Completion of Performance. This agreement shall run for the term of August 19, 2024 thru December 31, 2024. The services called for shall commence on September 9, 2024 and end on December 31, 2024 (____ workable working days). Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the County:

a. to any preference, priority or allocation order duly issued by the County; and

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 10. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days' written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. ***Pandemics.*** The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 11. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws

concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 12. Independent Contractor. In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever. **Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

Section 13. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 14. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed,

pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No

additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

Section 15. Performance Security Interest. Contractor hereby grants to the County a security interest in (i) the equipment on Contractor's 2018 Mack MRU (1M2AV04C5JM019496) (insured value of $321,950) and (ii) Contractor's 2015 Schwing SP1000 Concrete Line Pump (1000578) (insured value of $94,000) to secure Contractor's performance under this Agreement

(collectively, "Collateral"). Contractor authorizes the County to file UCC financing statements to perfect the foregoing granted security interest. Contractor agrees to execute and deliver such other documents and instruments as requested by the County to document and perfect the security interest granted herein, including but not limited to UCC-1 Financing Statement(s) regarding the Collateral. Contractor represents and warrants to County that it 1) physically possesses and is the sole owner of the Collateral; and 2) the Collateral is not pledged as security for any other transaction or for any reason other than to secure Contractor's performance under this Agreement. During the term of this Agreement and until Contractor fully performs its obligations under this Agreement, Contractor shall not sell, lease, assign, lend, license or otherwise dispose of the Collateral without the prior written permission of the County.

Section 16. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Section 17. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 18. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 19. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 20. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed.

Section 21. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 22. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 23. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 24. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry,

as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 25. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 26. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 27. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

Section 28. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts,

understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR:

By: _____

Drew Abbott, President
[*name/title*]

STATE OF Colorado)
)ss.
COUNTY OF Montrose

The foregoing instrument was acknowledged before me this 5th day of Sept., 2024 by Drew C Abbott, as President of K+K Concrete Inc

My commission expires: 3-31-2028.

NANCY KATHRYN REEDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20084007189
MY COMMISSION EXPIRES 03-31-2028

_____
Notary Public

ATTEST: Clerk to the Board

_____

Date: 9/9/24

GUNNISON COUNTY SEAL COLORADO

GUNNISON COUNTY

By: _____
~~Chair, Board of County Commissioners~~
(Or representative authorized by resolution)
County Manager

EXHIBIT A to Agreement between the County and K&K Concrete.
Project Number; Name Fairgrounds Parking & Drainage

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☐ As of the date of this Agreement.

☒ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: _____, 20___, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by December 31, 2024, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☒ Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

☐ Hourly rate: $_____/hour or as outlined in the attached document.

☐ Lump sum payment upon completion: $_____.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $772,115.00.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

☐ Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

☐ Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) each occurrence; and Two Million Dollars ($2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

☐ Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One

Million Dollars ($1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the county, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

AND

To the Contractor:

7. **Special Conditions.**

☒ No special conditions

☐ Special Conditions are as follows:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution of the Board of County Co

Action Requested:

Parties to the Agreement:

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

Summary:

A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to the Obligation and Expenditure of 2023 U.S.D.A. Secure Rural Schools and Community Self-Determination Act, Title III Awards

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: 9/12/2024

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

Comments:
Legally sufficient. SO 9/11/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/11/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO THE OBLIGATION AND EXPENDITURE OF 2023 U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, *et seq.* has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the

WHEREAS, Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

WHEREAS, Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

1. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
2. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.
3. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

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

2023 U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III funds are hereby obligated to the above purposes.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of September, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Pucket-Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Behavioral Health Adm

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison RE1J School District

Term Begins: Upon signature **Term Ends:** **Grant Contract #:** 24 IBEH 182014

Summary:

HHS Would like to renew this IGA with the School District for this school year. This is funded through the Behavioral Health Administration Children, Youth, and Families grant. This is for year 2 of the grant. It is $42,000 for FY25 for behavioral health navigation services offered by the

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: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Intergovernmental Agreement to Disburse Behavioral Health Administration Monies to Increase Access to Navigation Services for Behavioral Health

This Intergovernmental Agreement to Disburse Behavioral Health Administration (BHA) Grant Monies to Increase Access to Navigation Services for Behavioral Health, hereinafter referred to as the "Agreement", is made effective on August ____, 2024, by and between the Board of County Commissioners of Gunnison County, hereinafter referred to as "Gunnison County" or "Grant Recipient", and the Gunnison Watershed School District, hereinafter known as "Grant Sub-Recipient", which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. § 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, Gunnison County has applied for and received a state grant from the Colorado Behavioral Health Administration for the purpose of establishing or expanding behavioral health care navigation and coordination services; and

WHEREAS, Gunnison County contracted with the State of Colorado under CMH#24 IBEH 182014, hereinafter referred to as "the contract"; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing access to navigation services in Gunnison County Schools; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

AGREEMENT

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with

generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

3. TERM.

The term of this Agreement shall commence on August 1, 2024, and shall terminate on July 11, 2025, unless sooner terminated or replaced as provided herein.

4. STRATEGIC RESULTS.

Execution of this Agreement will assist the Parties to promote optimal community and family health, safety and wellbeing through establishing or expanding behavioral health care navigation and coordination services.

5. AWARD OF GRANT MONIES.

a. AWARD. The total amount of the award to Grant Sub-Recipient is forty-two thousand and 0/100 dollars ($42,000.00). Payment shall be made by Grant Recipient to Grant Sub-Recipient within 15 days of receipt of an invoice.

b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of establishing or expanding behavioral health navigation and coordination services. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.

c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

a. REPORTS. Grant Recipient shall compile all requisite monthly progress report

information from Grant Sub-Recipient and shall submit monthly progress reports pursuant to the Reporting Requirements of the contract. Grant Sub- Recipient shall comply with the Reporting Requirements of the contract by sending reports to the Grant Recipient at the end of each Reporting Period.

b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub- Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

8. INDEMNIFICATION.

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

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

9. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement

ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

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

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

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

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

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

f. STATUTES, REGULATIONS, AND OTHER AUTHORITY. Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

g. INUREMENT. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

h. SURVIVAL. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

i. WAIVER OF RIGHTS AND REMEDIES. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a

Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

j. NO THIRD-PARTY BENEFICIARIES. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

k. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101, et seq. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

l. AUTHORITY TO EXECUTE. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

12. NOTICES.

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

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

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

Gunnison Watershed School District:

Leslie Nichols, Superintendent
Gunnison Watershed School District
800 North Boulevard St.
Gunnison, CO 81230

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

13. GOVERNING LAW.

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

14. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

GUNNISON WATERSHED SCHOOL DISTRICT

By: _____
Leslie Nichols, Superintendent

ATTEST:

_____

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

1. Employ a Behavioral Health Navigator during the 2024-2025 school year, including summer school, to do the following activities:
    a. Perform outreach to vulnerable populations on behavioral health opportunities and related resources.
    b. Connect vulnerable populations to behavioral health services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation and language.
    c. Outreach will occur by phone, at in-person events, or consist of other activities that meet the needs of the community.
    d. Participate in behavioral health navigation trainings and network meetings put on by Gunnison County or other relevant community resources.
    e. Utilize tracking of unduplicated client referrals to measure progress, including documentation of demographic information and sharing that information with Gunnison County monthly.
2. Invoicing will occur by the 15th of the month following and will include documentation of expenses. Documentation will include:
    a. Timesheets, invoices, receipts.
3. Quarterly check-ins with Gunnison County Project Manager will be attended by a Grant Sub-Recipient representative in order to discuss progress and any challenges.

Gunnison County will:

1. Review monthly invoices and documentation for accuracy and notify Grant Sub-Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Town of Crested Butte Community

Action Requested: Other consent to apply

Parties to the Agreement:

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

Summary:

Grant for Youth Wellness, GCSAPP Youth Coaltion, and Outdoor Youth Leadership Progams

Fiscal Impact: $15,000

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Town of Crested Butte
Community Grant Request Form

The Town supports the community by providing financial and/or staff resources to nonprofit organizations for special projects and programs that supplement municipal government operations and enhance quality of life for the community.

Spring Grant Cycle:
Application window is February 15th - March 30th

Fall Grant Cycle:
Application window is August 15th – September 30th

Please email this form along with any supporting documentation to Kathy Ridgeway, Finance and Administrative Services Director, kridgeway@crestedbutte-co.gov.

Or mail to: Town of Crested Butte
Attn: Kathy Ridgeway
PO Box 39
Crested Butte, CO 81224

Contact Information	
Name of Organization	Gunnison County Substance Abuse Prevention Project (GCSAPP)
Contact Name	Emily Mirza
Address	1 Western Way, Gunnison, CO
Email	emirza@gunnisoncounty.org
Phone	9706427396
Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only)	
Mission Statement or Purpose of Organization	The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison so youth can become healthy, stable and productively involved in their communities.

Funding Request	
Grant Cycle (check one)	☐ Spring Grant Cycle ☑ Fall Grant Cycle
Project Name	GCSAPP Youth Programming
Amount Requested	$15,000
Total amount for project	$31,000
Source of other funding (list revenue sources, other partner organizations, etc.)	Town of Mt. Crested Butte - $4,000 - Nov 23 - Oct 24 City of Gunnison - $8,000 - Nov 23 - Oct 24 Communities the Care - $1,000 - July 24 - June 25 Colorado Department of Transit - $3,000 - Oct 24 - Sept 25
Date(s) commitment of funds and actual funds are needed	We are reapplying for the Town of Mt CB and City of Gunnison in the fall grant cycle. Town of Mt. Crested Butte - $4,000 - Fall 2024 City of Gunnison - $8,000 - Fall 2024
Provide a summary of this project and how it will benefit the Crested Butte community. These requests will be prioritized in accordance with the Community Grant Guidelines and the Grant Evaluation Criteria.	The funding will support Youth Leadership Programming and Youth Wellness. Youth leadership programming provides youth in the community opportunities to build and apply new skills that will benefit them throughout their lives, such as communication and problem solving. Programming also fosters connection with community, peers, and trusted adults. Additionally, youth leadership programming includes the GCSAPP Youth Coalition, which has 6th-12th grade youth from both ends of the Valley working to address concerns around youth health, safety, pro-social events, and Youth Wellness. Efforts are youth identified and youth led. In addition, programming includes outdoor leadership opportunities for 6th-12th graders with a variety of community partners. Outdoor programming builds hard skills specific to an outdoor adventure, leveled to increase outdoor accessibility for local youth, as well as "soft skills" such as confidence, critical thinking, and collaboration. Youth Wellness was created by a group of teens who were concerned about the health and wellbeing of their peers. Through focus groups, teens in the community indicated a need to access to free, confidential, and local mental health services to address stress, anxiety, addiction, relationships, family conflicts, emotional abuse, depression, suicide, school, and more. The program connects 6th-12th grade youth in Gunnison County to a local therapist with whom they can receive up to 4 free sessions. The GCSAPP Youth Coalition meets bi-monthly to manage the Youth Wellness program promotion and social media to connect their peers to the program. The group of youth are compensated for their work time on the program. Four local therapists are contracted to provide the sessions. Youth Wellness helps fill the need to connect youth to therapy outside of the school day and eliminates barriers such as cost and wait lists. GCSAPP staff respond to the confidential email within 72 hours and connect the young person to a therapist. Within one week the young person can be seen by a local therapist. This timeline supports a young person who took the step to reach out by connecting them quickly to services. Since the program was created in 2020, over 70 youth have been paired with a local therapist and over 215 therapy sessions have been provided. Funding by the Town is necessary to continue supporting local youth's healthy development by creating multiple opportunities.
Submitted by	Emily Mirza, GCSAPP Program Manager
Date	9/3/24
Please list any supporting documents being submitted along with this application	An Adults Guide to Youth Mental Health Support - created by the GCSAPP Youth Coalition Example Messages from the Youth Coalition's Impaired Driving Campaign

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Bid

Action Requested: County Manager Signature

Parties to the Agreement: United Companies

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

Summary:

This is the contract to prep and pave on CR 48 to cover our concrete stabilized surface.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/9/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/9/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

2273 River Road
Grand Junction, CO 81505
(970) 243-4900

210 Road 390
Farmington, NM 87401
(505) 324-3900

839 MacKenzie Ave.
Cañon City, CO 81212
(719) 275-3264

To:	Gunnison County	**Contact:**	Sparky Casebolt
Address:	811 Rio Grande Avenue	**Phone:**	
	Gunnison, CO 81230	**Fax:**	
Project Name:	CR 48 Prep & Pave	**Bid Number:**	23242
Project Location:	CR 48, Gunnison, CO	**Bid Date:**	8/19/2024

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Final Prep & Place 3" Of HMA - Hauling By Others	5,440.00	SY	$33.25	$180,880.00
2	Mobilization	1.00	LS	$3,000.00	$3,000.00

Total Bid Price: $183,880.00

Notes:

- **Colorado Constitution Article XI** prohibits a public entity in Colorado from indemnifying and defending another party in a contract:

  Section 1. Pledging credit of state, county, city, town or school district forbidden. Neither the state, nor any county, city, town, township or school district shall lend or pledge the credit or faith thereof, directly or indirectly, in any manner to, or in aid of, any person, company or corporation, public or private, for any amount, or for any purpose whatever; or become responsible for any debt, contract or liability of any person, company or corporation, public or private, in or out of the state.

  Section 2. . . . Neither the state, nor any county, city, town, township, or school district shall make any donation or grant to, or in aid of, or become a subscriber to, or shareholder in any corporation or company or a joint owner with any person, company, or corporation, public or private, in or out of the state . . .

- This proposal is to become part of the contract documents.
- Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season.
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- Base course work performed by others to be left at paving tolerances (+/- 0.02').
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- United Companies will not be responsible for damage to new or existing concrete we are forced to cross or work adjacent to during our asphalt paving operations. United Companies will make every effort to protect the concrete but ultimately it is the responsibility of the Owner and/or General Contractor to protect the concrete as needed.
- All erosion control & stormwater management BMP measures do not include maintenance or dismantling.
- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- United Companies assumes that the customer has obtained clearance from the governing agency to proceed with the work.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- The OMG Subcontract clearly states that the contract is based upon unit prices, with the total price based upon actual quantities, unless the price is clearly designated as "lump sum".
- The above price excludes engineering, staking, testing, traffic control, striping, stormwater management, permits and fees as applicable.
- Prices are valid for 30 days from the date of this proposal.
- If owner contracts directly with an independent testing firm, immediate notification to United Companies of any failed test results will be required. United Companies to be copied on all testing performed by the independent testing firm.

- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The above prices are valid contingent on the work being performed during the 2024 construction season. In the event that the work described within the signed proposal is not completed within the 2024 construction season, United Companies reserves the right to adjust the prices accordingly.
- Due to limited allocations of liquid asphalt cement by regional suppliers, United Companies can not guarantee our ability to acquire liquid asphalt for paving. Projects may be delayed until adequate supply of liquid asphalt becomes available.
- The above prices are based on the preliminary plans provided by the owner. Upon receipt of approved construction drawings, United Companies will revise the quantities and prices as necessary.
- Base course performed by others to be left at (+/- 0.10). No additional base will be brought in by United Companies.
- Scheduled shut down of the hot mix asphalt plant is the day prior to Thanksgiving of each year. Any paving past this date will be at United Companies discretion.
- The terms and conditions stated below are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by contractor. This proposal must be accepted as provided and delivered to United Companies, 30 days from the above date, or it shall expire. To accept the terms of this proposal, sign below and return to United Companies.
- Finance Charge: A late charge of 18% per annum on the outstanding balance will be imposed upon all past due payments. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.
- In the event that United Companies is awarded the contract for this project, the Owner will be required to fill out a credit application from United Companies. The credit application must be approved by United Companies prior to starting work on the proposed project.
- Price does not include winter work or winter conditions (I.E. Snow removal, ground heaters, frost protection or winter production). We cannot be responsible for compaction of asphalt due to cold weather conditions. United Companies cannot guarantee any asphalt paving or compaction installed after Oct 1st of any calendar year: To be determined prior to paving.
- Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (11/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by UNITED COMPANIES in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by UNITED COMPANIES in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

  We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

  This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

  We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

  We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

  Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.
- If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

  We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Mesa County, Colorado, and you waive any right to jurisdiction and venue in any other place.

- **STANDARD TERMS & CONDITIONS**

1. Applicability. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the **"Contract"**). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

2. Payment. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (11/2%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

- **6. Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. Warranty. Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. Time. Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. Modification. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. Damages. Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.

It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

- **12. Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. Applicable Law. This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. Work Conditions: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. Miscellaneous. Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

- **16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**
- If there are any issues with the work performed by United Companies, we must be notified in writing within seven (7) calendar days of completing the work. If no notice is received, the work will be deemed acceptable. Only the work performed by United Companies will be warranted a period of one year. I f work by others fails and causes damage to United Companies work then the warranty is void.
- If United Companies is asked to pave out of specification, then there is no warranty or guarantee for that pavement.
- A deposit payment of 50% of the contract amount is required prior to scheduling the work as described in this proposal. The remaining balance is due upon completion of the work.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Oldcastle SW Group, Inc.**
Buyer: Matthew Birnie, County Manager	
Signature:	**Authorized Signature:**
Date of Acceptance: 9/9/24	**Estimator:** Greg Frazier 970-641-0951 greg.frazier@unitedco.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order; 2025*0244; Health and Human Services;

Action Requested: Discussion

Parties to the Agreement: State of Colorado for the use & benefit of the Department of Public Health and Environment

Term Begins: 10/01/2024 **Term Ends:** **Grant Contract #:** 2025*0244

Summary:

Implement and operate the COWIC Program of the USDA Food and Nutrition Services (FNS) Special Supplemental Nutrition Program for Women, Infants and Children (WIC) as an authorized local COWIC agency.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/10/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/10/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Docusign Envelope ID: D9FA2963-12C0-4956-9015-9AA55E532B98

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2025*0244	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or October 1, 2024**
Task Order Maximum Amount **Initial Term** State Fiscal Year 2025-2026 $82,930.00 **Extension Terms** Total for All State Fiscal Years $82,930.00	**Task Order Expiration Date** **September 30, 2025** Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement **Contractor Shall Invoice:** Monthly **Funding Source:** **Federal** $82,930.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** Not Applicable **Procurement Method:** Request for Application **Solicitation Number (if any):** RFA #24076181
State Representative Kathryn Gasowski Fiscal and Operations Manager Prevention Services Division, Nutrition Services Branch Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Kathryn.Gasowski@state.co.us	**Contractor Representative** Susan Harrison WIC Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions	
Contract Purpose Implement and operate the COWIC Program of the USDA Food and Nutrition Services (FNS) Special Supplemental Nutrition Program for Women, Infants and Children (WIC) as an authorized local COWIC agency.	

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

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

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **October 1, 2024**, whichever is later.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **for the use and benefit of the** **Gunnison County Department of Health and Human Services**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
Matthew Birnie _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
Joni Reynolds _____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS
To Original Contract Number 2025*0244

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is 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 incorporated into this Contract.

   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: CDPHE_NSBFiscal@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, typically no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract. However, supplemental invoices may be submitted up until November 30 to ensure all costs incurred in the previous fiscal year are claimed for that fiscal year.

   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.

   Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, 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.

2. Time Limit for Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **sixty (60)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

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

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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. The Contractor shall obtain the prior written approval of the State before, and as a condition of, purchasing any equipment with WIC funds that costs Five Thousand Dollars ($5,000.00) or more. If such approval is given by the State, and the Contractor purchases the equipment, then that equipment shall be the property of the COWIC Program.

5. The Contractor shall ensure that no claim is submitted to the State for the reimbursement of those services which are already funded by other state or federal programs, or for costs that are not allowable as defined in the WIC Program Manual

6. The Contractor's claims for the reimbursement of all administrative costs shall be made in accordance with all applicable requirements imposed by the USDA, including but not limited to 7 C.F.R., Part 246, as amended, all applicable Office of Management and Budget (OMB) circulars, and the State's WIC policies, as amended.

7. Continued State financial reimbursement under this Contract is contingent upon the continued operation of the WIC program as described in this Contract, and the Contractor's timely submission of all the reports, data, or other documentation required under this Contract.

8. Reimbursement is allowed for costs incurred on or after October 1, 2024, for expenses allowable and allocable under Notice of Cooperative Agreement Award "NCAA."

9. Nondiscrimination: The Recipient will comply with following the nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.)* and USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Non-discrimination; Equal Employment Opportunity: Policies And Procedures;

   b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.)* and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;

   c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.)* and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap in Federally Assisted Programs; and

   d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.)* The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.

   e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

      The following nondiscrimination statement MUST be included on all publications, outreach materials, handouts, referral materials, leaflets and brochures that identify or describe the WIC program:

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: program.intake@usda.gov.

This institution is an equal opportunity provider.

10. Assurance of Civil Rights Compliance

The State Agency and its sub-recipients hereby agree that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

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This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Nondiscrimination Statement: Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442; or

email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

11. The Contractor shall agree to support full use of federal funds provided from USDA/Food and Nutrition Service to Colorado to administer the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) as established in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760 (b), as amended by Section 361 of the Health, Hunger-Free Kids Act of 2010 (Public Law 111-296). This stipulates that funds provided for administration should be excluded from local agency

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budget restrictions including at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC program if there are enough WIC funds available to pay for those services during the contract period

12. No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions

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Exhibit B

STATEMENT OF WORK

To Original Contract Number 2025*0244

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

I. Project Description:

This project serves to benefit the health division of the Colorado Department of Public Health and Environment (CDPHE) through the implementation of the federally funded Special Supplemental Nutrition Program for Women, Infants and Children (WIC) program established through the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS). The program provides federal grants to states for supplemental foods, health care referrals, and nutrition education for income-eligible pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age 5 who are found to be at nutritional risk

The Colorado WIC (COWIC), located in Denver, Colorado, is contracting with local health agencies and Federally Qualified Health Centers to administer the program to participants within defined territories throughout the state.

The COWIC will benefit the state COWIC office, local health agency WIC programs, and program participants in Colorado.

II. Work Plan:

Goal #1: The Colorado Special Supplemental Nutrition Program for Women, Infants and Children (COWIC or the Program) at the Colorado Department of Public Health & Environment (CDPHE) provides nutrition education, breastfeeding support, referrals, and food benefits to income-eligible pregnant, postpartum, and breastfeeding women, infants, and children up to the age of five (5).	
Objective #1: No later than the expiration date of the contract, support the COWIC Program through the implementation and operation of the USDA Food and Nutrition Services (FNS) Special Supplemental Nutrition Program for Women, Infants and Children (WIC) as an authorized local COWIC agency.	
Primary Activity #1	The Contractor shall provide Nutrition Services to COWIC Participants.
Sub-Activities #1	1. The Contractor shall attend a post-award meeting to review: a. Contract period of performance b. Contract statement of work c. Contract deliverables d. Other contract-related information e. Federal funding compliance (optional) 2. The Contractor shall screen WIC applicants for eligibility based on the certification requirements identified in Section 8 - Certification, Eligibility and Coordination of the Colorado WIC Policy & Procedures. 3. The Contractor shall ensure that participants in the program meet the following eligibility requirements in accordance with policy: a. Are pregnant, breastfeeding, and/or postpartum women, or are infants or children up to age five b. Are income eligible for services c. Have an identifiable nutrition risk factor 4. The Contractor shall conduct a Nutrition Assessment of COWIC participants. a. The Contractor shall apply the COWIC Program nutritional risk factor definitions, as outlined in Section 8 - Nutrition Risk Factors & Priority System of the Colorado WIC Policy & Procedures when assessing an applicant's/participant's nutritional/medical risks for the program at certifications. b. The Contractor shall refer participants identified with high nutritional or medical risk factors to receive high risk nutrition counseling from the WIC

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High Risk Counselor, in accordance with Section 2 of the Colorado WIC Policy & Procedure Manual outlining High and Low Risk Protocols.

5. The Contractor shall provide nutrition education to enrolled COWIC participants as identified in Section 2 - Nutrition Services of the Colorado WIC Policy & Procedures.

6. The Contractor shall ensure the provision of appropriate referrals to health and public assistance programs to COWIC applicants, participants, and designated proxies per Section 2 - Screening and Referrals of the Colorado WIC Policy & Procedures.
    a. The Contractor shall maintain a current list of local assistance services and organizations.
    b. The Contractor shall document consent and referrals within the COWIC Management Information Systems (MIS).
    c. The Contractor shall contact referrals received through online referral systems, including Colorado PEAK Applications, within 10 days of submission.
        i. The Contractor shall ensure clients are scheduled within the required processing standards as noted in the processing standards.

7. The Contractor shall directly support the initiation and continuation of breastfeeding as outlined in Section 2 - Nutrition Services of the Policy & Procedure Manual.
    a. The Contractor shall provide breastfeeding education that:
        i. Endorses breastfeeding as the preferred method of infant feeding among COWIC program participants
        ii. Provides information on the benefits of exclusive breastfeeding
        iii. Supports parents in their decisions regarding infant feeding that is best for their family
        iv. Provides breastfeeding education and support to all pregnant participants and throughout the postpartum period, as needed
        v. Provides the appropriate breastfeeding or infant formula food package based on policy
        vi. The Contractor shall establish clinic procedures to refer pregnant and postpartum women to the Breastfeeding Peer Counseling program for additional support
    b. The Contractor shall collaborate with other breastfeeding support programs within its community.
    c. The Contractor shall develop policies to create a clinic environment that supports breastfeeding clients.
    d. The Contractor shall designate a staff person to serve as the Breastfeeding Coordinator to:
        i. Provide leadership to local agency staff on breastfeeding matters
        ii. Ensure all local agency staff have received, at a minimum, basic breastfeeding training
    e. The Contractor shall manage a breast pump inventory.
        i. Provide appropriate breast pumps to participants, when necessary
        ii. Securely store breast pumps in a locked location
        iii. Securely store breast pump supplies in a locked location

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	iv. Provide appropriate education on: 1. pumping 2. human milk storage v. Maintain breast pump inventory to: 1. Track loaned breast pumps 2. Track quantities of breast pump supplies 3. Utilize information to reorder as needed through the COWIC Program staff
Primary Activity #2	The Contractor shall administer the COWIC program within its defined service area.
Sub-Activities #2	1. The Contractor shall provide staffing sufficient to service participant caseload as outlined in Section 4 - Organization and Management of the Colorado WIC Policy & Procedures and to adhere to operating standards. a. The Contractor shall determine staffing needs. b. The Contractor shall devise contingency plans to ensure the continuity of operations in the absence of or unavailability of key staff members. c. The Contractor shall ensure that client services remain available. d. The Contractor shall provide written plans for continuation of service if staff turnover negatively impacts required services. e. The Contractor shall ensure key positions, specifically, Director and High Risk Counselor, meet the minimum qualifications as identified in Section 4 - Local Staffing of the Colorado WIC Policy & Procedures. f. The Contractor shall contact the COWIC assigned Nutrition Consultant if personnel issues persist for more than 30 days. 2. The Contractor shall ensure their WIC staff meet standard qualifications to successfully perform their respective roles as defined in Section 4 - Local Staffing and Staff Training of the Colorado WIC Policies and Procedures. a. Newly hired staff shall complete the COWIC New Employee Training program within the required timeframe defined in the policy. b. Staff shall complete ongoing training to maintain job proficiency. c. Qualifications of personnel assigned by the Contractor to perform the services outlined within this contract shall be available for review and approval by the COWIC Program at CDPHE. 3. For Contractors participating in a partnership: The Contractor shall adhere to the terms and conditions of the Memorandum of Understanding (MOU) or other written agreements on file with CDPHE. 4. The Contractor shall monitor the monthly participant caseload as defined in Section 7 - Caseload Management of the Colorado WIC Policy & Procedures. a. The Contractor shall monitor monthly participant caseload reports generated through: i. WIC Data Central ii. COWIC Management Information System b. The Contractor shall develop outreach strategies as needed to increase program participation. c. The Contractor shall develop partnerships within its local community to increase program participation.

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d. The Contractor shall publicize the availability of the Program at least once per year using outreach techniques believed to be the most effective.

e. The Contractor shall notify participants of the Colorado WIC Text and Voicemail Messaging Program when the participant's phone number is collected at the initial WIC appointment or updated at subsequent appointments.

5. The Contractor shall adhere to the following service accessibility requirements:
   a. The Contractor shall ensure clients can access COWIC (directly or through partnership) at least four hours per day, five days a week by any combination of the following:
      i. access to trained program staff via phone
      ii. providing the option to leave a message with next-business-day response
      iii. referring to another open agency that the Contractor has a partnership agreement with to operate the program
   b. The Contractor shall ensure service delivery hours and clinic sites are accessible to working parents and rural residents.
   c. The Contractor shall provide an environment for COWIC participants and local agency staff that is
      i. welcoming
      ii. breastfeeding-friendly
      iii. accessible for participants with disabilities
      iv. provides confidential counseling spaces
   d. The Contractor shall accommodate the cultural and language diversity of participants through the use of phone or in-person translation services whenever requested by the participant.
6. The Contractor shall document participant information in the COWIC MIS as defined in Colorado WIC Policies & Procedures.
7. The Contractor shall direct all requests for the disclosure of individual-level, identifying WIC participant information (i.e., any non-aggregated data) to the COWIC Program Data Manager as outlined in the Data Use Agreement in Section 4 - Organization and Management of the Colorado WIC Policy & Procedures.
8. The Contractor shall refer homeless facilities and domestic violence shelters that serve WIC participants in their service area that would like to become a WIC-eligible homeless shelter to COWIC Program staff to begin the application process as outlined in Section 4 of the Colorado WIC Policies and Procedures.
   a. The Contractor shall visit the shelter within 60 days from notification of the Letter of Agreement from the COWIC Program to complete the following:
      i. Conduct an initial orientation visit
      ii. Complete the Initial Evaluation of a WIC-Eligible Homeless Facility form available from the COWIC Program
   b. The Contractor shall submit the completed Initial Evaluation of a WIC Eligible Facility form to COWIC Program.

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c. The contractor shall ensure continued compliance with the Letter of Agreement on a biennial basis through the following activities:
    i. The Contractor shall complete the Evaluation of WIC-Eligible Homeless Facility form.
    ii. The Contractor shall submit the completed form to the COWIC Program within 30 days of the evaluation.

9. The Contractor shall maintain all equipment used for the program, including routine maintenance of:
    a. Computers
    b. Card readers
    c. Signature devices
    d. Scales
    e. Measuring boards
    f. Hemoglobin testing equipment
    g. Breast Pumps

10. The Contractor shall be responsible for the secure storage of all EBT cards available for benefit issuance.

11. The Contractor shall provide the necessary support to operate COWIC computers and peripheral devices:
    a. On-site Information Technology (IT) support
    b. Data security including firewalls
    c. Internet access

12. The Contractor shall utilize the COWIC Program Outreach items.

13. The Contractor shall ensure that any local marketing effort follows COWIC Branding guidelines outlined in the Colorado WIC Policy & Procedures.

14. The Contractor shall submit an annual local agency Nutrition Education Plan based on the guidance provided by the COWIC State Office for that year.
    a. The Contractor shall submit the plan electronically via email to the Contractor's assigned Nutrition Consultant.

    b. The Contractor shall implement the COWIC Program approved Nutrition Education Plan.

    c. The Contractor shall submit a written evaluation of the previous year's Nutrition Education Plan via email to the Contractor's assigned Nutrition Consultant.

15. The Contractor shall utilize the COWIC Management Information System (MIS) to:
    a. Document all participant interactions
    b. Collect signatures for benefits issued

16. The Contractor shall adhere to the COWIC MIS User Access Policy as outlined in Section 4 - Management and Organization of the Colorado WIC Policy & Procedures.
    a. The Contractor shall protect the confidentiality of a recipient's identity by limiting access to participant data. Limited access includes:
        i. COWIC staff

        ii. The recipient's health care provider can only receive data from the MIS with the participant's documented consent but would be provided by an authorized COWIC MIS User.

        iii. Access to participant data by any party outside of Colorado WIC requires documented consent by the participant.

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b. The Contractor shall inform the COWIC Program staff at CDPHE when new employees need security roles assigned within the MIS.

c. The Contractor shall submit an MIS Access Request Form for all MIS users when the following occurs:
    i. Upon new employee hire
    ii. Upon employee attrition

d. The Contractor shall report all MIS issues to the COWIC Help Desk including:
    i. MIS Application issues
    ii. Data Integrity Issues

e. The Contractor shall maintain central files of specified documents per Section 4 - Retention of WIC Records and Reports in the Colorado WIC Policy & Procedures. Central File Requirements shall include:
    i. Local Agency Equipment Inventory: The Contractor shall purchase and maintain appropriate equipment to operate the MIS.

    ii. The Contractor shall maintain a written equipment record according to the Local Agency guidance when WIC funds are used to purchase:
        1. computer equipment
        2. computer peripherals
        3. television equipment
        4. televisions

    iii. Staff Training Records: The Contractor shall ensure that all local agency COWIC staff maintain up-to-date training. Records are kept on file including training on:
        1. breastfeeding
        2. policy
        3. procedures
        4. systems

17. The Contractor shall adhere to mandatory reporting requirements:
    a. All local agency WIC staff are mandatory reporters of child abuse or neglect.

    b. Local agency WIC staff will follow their local agency's established guidelines and procedures for reporting these situations following Colorado Revised Statute (CRS 19-3-304).

18. Each COWIC local agency shall comply with Clinical Laboratory Improvement Amendments (CLIA) as defined in Section 2 - Screening and Referrals of the Colorado WIC Policies and Procedures.
    a. All entities that perform even one test, including waived test on ... "materials derived from the human body for the purpose of providing information for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of, human beings" to meet certain Federal requirements. If an entity performs tests for these purposes, it is considered under CLIA to be a laboratory and must register with the CLIA program.

    b. Hemoglobin testing is a waived test under CLIA.

    c. The COWIC local agency performing hemoglobin tests shall operate under their health department's CLIA Certification Number.

    d. Each Colorado WIC site address shall be listed on the CLIA Certificate.

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	e. Local agency WIC staff shall provide the CLIA Certification Number on COWIC administrative monitoring forms. f. Local agency WIC staff may contact CDPHE's Laboratory Services Division for their CLIA certification number and additional information: Phone: (303) 692-3681 FAX: (303) 344-9965 Email: cdphe.lab@state.co.us
Primary Activity #3	The Contractor shall issue food benefits to eligible, enrolled COWIC participants.
Sub-Activities #3	1. The Contractor shall issue food benefits to enrolled COWIC participants based on the individualized food prescription and Program requirements using the MIS. Section 8 - Certification, Eligibility and Coordination and Section 4 - Nutrition Services of the Colorado WIC Policy & Procedures. 2. The Contractor shall provide training to COWIC participants on the use of food benefits including: a. How to use the EBT card b. How to shop for eligible foods c. How to access the Allowable Foods List 3. The Contractor shall be responsible for the security and accountability of EBT card clinic inventory. 4. Waiting List a. The Contractor shall activate COWIC Program initiated waitlist procedures when funds are insufficient to support COWIC's active enrollment. 5. The Contractor shall monitor redemption activity for program abuse at the local level. 6. The Contractor shall follow up on potential fraud activity as it relates to food benefits. 7. The Contractor shall report fraud activity to the COWIC assigned Nutrition Consultant. 8. The Contractor shall review Program Integrity Reports provided by the COWIC assigned Nutrition Consultant. a. Reports shall be reviewed for potential fraud by staff. b. A follow up email shall be sent to the Nutrition Consultant regarding findings of the incident under review. 9. The Contractor shall reimburse the State for any COWIC Program funds that are misused or otherwise diverted due to: a. negligence b. fraud c. theft d. embezzlement, or e. any other loss caused by the Contractor, its employees or agents.
Primary Activity #4	The Contractor shall Participate in Program Monitoring as defined in Section 10 - Monitoring and Audits COWIC Policy & Procedure Manual.

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Sub-Activities #4	1. The Contractor shall submit an annual local agency budget for operating the Program. via email to the COWIC Fiscal Administrator at cdphe_nsbfiscal@state.co.us. 2. The Contractor shall submit monthly fiscal expenditure reimbursement requests via email to the cdphe_nsbfiscal@state.co.us. 3. The Contractor shall submit Local Agency Time Studies via email to the COWIC Fiscal Administrator cdphe_nsbfiscal@state.co.us. Time studies are: a. Monthly or quarterly time studies, depending on negotiated timeframe. b. A requirement whereby each employee charged to the WIC reimbursement invoices tracks time worked on the following COWIC activities: i. Nutrition Education ii. Breastfeeding Support iii. Clinic Services iv. Administration 4. The Contractor shall participate in fiscal monitoring activities no less frequently than biennially to allow COWIC Program staff to determine whether the local agency has: a. adequate control over funds b. an effective accountability system c. complies with State rules and Federal Regulations d. The Contractor shall respond to the COWIC fiscal office within the timeframe requested in writing by providing documentation including: i. Forms ii. Receipts iii. Accounting system records iv. Written policies and procedures v. Other necessary documentation to support costs charged to COWIC as determined by the COWIC fiscal office. e. The Contractor shall respond to the COWIC Fiscal Unit via email within the written timeline requested in response to questioned costs or findings of noncompliance. i. The Contractor shall submit a written plan of correction to the COWIC fiscal office within 30 days of notification. 5. The Contractor shall participate in local agency program monitoring activities no less frequently than biennially to evaluate all aspects of the local agency COWIC Program including: a. program management b. nutrition education c. participant services d. civil rights compliance e. accountability f. retailer participation g. food delivery h. The Contractor shall complete required forms/reports within the timeframe requested by the COWIC Program

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	i. Attend monitoring and site visit sessions j. Respond to findings/issues identified during the monitoring via email to the assigned COWIC Nutrition Consultant i. Submit a written plan of action and ii. Include target dates for resolution and/or iii. Education plan for staff k. Meet minimally for one follow up, 90 days to 6 months post monitoring date i. Meet for any additional follow-ups and/or reviews as the COWIC nutrition consultant determines necessary based on the number and severity of findings during the monitoring
Primary Activity #5	The Contractor shall provide local agency support of the COWIC Vendor and Farmer Management requirements per Section 1 - Vendor and Farmer Management of the Colorado WIC Policy & Procedures.
Sub-Activities #5	1. The Contractor shall assign an employee as a Local Agency Retail Coordinator (LARC). 2. The LARC shall work with the COWIC Program on vendor store activities, including: a. Training retailers within their service areas b. Compliance with program regulations 3. The LARC shall respond to participant concerns and vendor issues, notifying COWIC Program staff in the Benefit Delivery Unit (BDU). 4. The Contractor shall submit upon request a 3-year retail routine monitoring plan for stores within their service area as identified by the COWIC State Office. 5. The Contractor shall reply with a corrective action plan within 10 days of the retail visit for a retailer identified as having violations.
Primary Activity #6	The Contractor shall provide support services to other COWIC programs operated by local health agencies within the State of Colorado.
Sub-Activities #6	1. The Contractor shall provide the following services: a. high risk counseling b. director support 2. The Contractor shall coordinate support role with the COWIC Program including: a. Type of work to be completed b. Participant interaction c. Financial support for additional services rendered 3. The Contractor shall clarify roles and responsibilities along with partnering local agencies for core COWIC programmatic requirements using a Memorandum of Understanding (MOU) or other written agreements. 4. The Contractor shall submit a copy of the executed final agreements to the COWIC Program at CDPHE via email within thirty (30) days of being signed between agencies but no later than 60 days from COWIC contract execution to demonstrate plan for fulfillment of contract requirements through partnerships including: a. standards of service b. reporting

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	c. compliance roles and responsibilities.
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 be an authorized COWIC local agency, including the application for authorization and continued authorization as issued by the COWIC Program at CDPHE. 3. The Contractor shall administer the COWIC program to qualified participants according to specifications outlined in: a. Colorado WIC Policy & Procedures (updated annually) b. COWIC Program policy letters c. Federal Fiscal Rules and Regulations of Grant Management 4. IT support (with direction from the COWIC Program) shall include: a. Ordering equipment, as directed by the COWIC Program. b. Setting up equipment and downloading the MIS. c. Setting up multi-function printers, card readers and PIN pad devices for EBT, and signature pads. d. Ensuring that no local system changes or upgrades are made to the COWIC computers without first verifying that the upgrades are compatible with the MIS. e. Setting up either: i. Secure email address ii. The ability to encrypt messages as needed 5. The Contractor shall maintain a computer equipment inventory that includes: a. Computer Model b. Serial Number c. Date purchased d. Acquisition Cost e. Warranty Expiration f. Computer Location 6. As specified in the Colorado WIC Policy & Procedures the COWIC Program and its contracting agencies must make a fair hearing available to any individual whose application for benefits or services meets the following criteria: a. has been denied b. reduced c. terminated d. who is otherwise aggrieved by agency action 7. The MIS Access Request Form shall be submitted to the COWIC Help Desk at the COWIC Program as required in the Colorado WIC Policy & Procedures.

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	8. The COWIC Program at CDPHE will: a. Conduct program and fiscal monitoring in accordance with the current Colorado WIC Policy & Procedures b. Provide access to local agency data including monthly caseload reports. c. Provide nutrition education training. d. Provide access to online nutrition education and electronic materials for use by COWIC participants. e. Provide guidance on federal program regulations. f. Provide funding for allowable COWIC-related expenses, including: i. Computers ii. COWIC-approved travel iii. COWIC-approved conferences/meetings g. Provide annual budget templates. 9. The Contractor shall keep on file and have available for review, audit and evaluation: a. A copy of this contract b. All records required in the current Colorado WIC Policy & Procedures c. Accounting documentation for all funds received and expended pursuant to this contract d. Detailed computer inventory records e. Complete and accurate retail records for each retailer within their service areas f. Fair hearing or other service complaint documentation	
Expected Results of Activity(s)	Maintain the COWIC Program's operational functionality at the local level in compliance with standards for implementation and operation of the USDA FNS WIC Program.	
Measurement of Expected Results	The COWIC Program at CDPHE will review monthly caseload reports, the annual Nutrition Education Plan evaluation, and results of fiscal and program monitoring activities to determine program performance and effectiveness.	
		Completion Date
Deliverables	1. The Contractor shall attend a post-award meeting	Not later than 30 days from contract execution
	2. The Contractor shall submit an evaluation of the previous year's Nutrition Education Plan.	October 31
	3. The Contractor shall submit an annual budget	November 30
	4. The Contractor shall submit an annual Nutrition Education Plan.	September 30
	5. The Contractor shall submit monthly or quarterly time studies.	Due by the 20th of the month following the period

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	6. The Contractor shall submit a 3-year retail monitoring plan	Upon Written Request
	7. The Contractor shall provide written plans for continuation of service if staff absence/turnover negatively impacts required services.	Upon Written Request
	8. The Contractor shall submit MIS Access Request Forms for all employees	Upon Hire Upon Attrition
	9. The Contractor shall submit a copy of executed final MOUs or other written agreements for partnership arrangements between agencies.	Within 30 days of execution. Not later than November 30

III. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the WIC contract specialist, nutrition consultant and benefit delivery team. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include nutrition education plans, invoices, site visit results, electronic data, 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.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 15 calendar days of notification, 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 WIC contract specialist and receive written 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. Failure to adhere to all contract deliverables and terms may result in additional monitoring or reporting requirements and/or performance management plans, up to and including revocation of authorization and annual contract funding.

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BUDGET
To Contract Dated 10/01/2024 - Contract Routing Number 2025*0244

Contract - FFY 2025 Budget (October 1, 2024 – September 30, 2025)	$57,930.00
Partnership Funds	$25,000.00
TOTAL CONTRACT	**$82,930.00**

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Exhibit D

Federal Provisions - Special Supplemental Nutrition Program for Women, Infants and Children

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: Board of County Commissioners of Gunnison County

b. Subrecipient Unique Entity Identification Number:

• SAM Unique Entity ID (UEI)**: NSN9FAGKEDJ9**

c. The Federal Award Identification Number (FAIN) is 253CO701W1003

d. The Federal award date is **10/1/2024**.

e. The subaward period of performance start date is **10/1/2024** and end date is **9/30/2025**.

f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
10/01/24 - 09/30/25	**$23,000,000**	**$23,000,000**

g. Federal award title of project or program: **Special Supplemental Nutrition Program for Women, Infants and Children.**

h. The name of the Federal awarding agency is: **United States Department of Agriculture** ("USDA") and the contact information for the awarding official is Kevin Dunn, FNS Mountain Plains Regional Office, 303-844-0317; 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 Heidi Hoffman, CO WIC Director, heidi.hoffman@state.co.us

i. The Catalog of Federal Domestic Assistance (CFDA) number is **10.557** and the grant name is **Women, Infants & Children**.

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.

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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 passthrough 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").

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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

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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

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STATE OF COLORADO
MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor:** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023	**Master Task Order Contract Performance Beginning Date:** The later of the Effective Date or July 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	**Initial Contract Expiration Date:** June 30, 2027
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order	
Principal Representatives: **For the State:** Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	**For Contractor**: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services

DocuSigned by:
D9072877079D4CD...
By: Signature

Jonathan Houck
Name of Person Signing for Contractor

Chair-Gunnison BOCC
Title of Person Signing for Contractor

Date: 2022-04-05

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Lisa McGovern
2EDF870A1A7D4FC...
By: Signature

Lisa McGovern
Name of Executive Director Delegate

Procurement & Contracts Section Director ft
Title of Executive Director Delegate

Date: 2022-04-05

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andi Hardy
AC2AC54280C6401...
By: Signature

Andi Hardy
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Effective Date: 2022-04-25

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

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i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.

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

H. "**End of Term Extension**" means the time period defined in **§2.D**.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract

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

K. "**Extension Term**" means the time period defined in **§2.C.**

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

M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. **[Insert Federal Awarding Agency's Full Legal Name and Acronym]** is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.

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

O. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq*., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

P. "**Initial Term**" means the time period defined in **§2.B**.

Q. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. "**Project**" means the Work that is included in a Task Order.

V. **"Recipient"** means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.

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

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

BB. **Sub-Award**" means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

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CC. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

DD. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Task Order**" means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.

FF. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

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

HH. "**Work**" means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.

II. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and

ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

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State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

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Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has

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concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

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later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three (3) years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

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

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C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State." Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the Services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

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B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

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iii. Automobile Liability

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

iv. Protected Information

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

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

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

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G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated

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orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

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d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

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B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

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B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

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permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

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Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

This entire **§18.S** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

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delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this **§18.U**. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

i. Cancel the Stop Work Order; or
ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

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Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

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D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

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

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

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

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has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

20. SAMPLE OPTION LETTER

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

CONTRACT MAXIMUM AMOUNT TABLE

Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

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SIGNATURE PAGE

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Signature _____ Name of State Controller Delegate _____ Title of State Controller Delegate Option Effective Date:_____

--Signature Page End--

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EXHIBIT 1 – SAMPLE TASK ORDER

<table>
<tr>
<td>State Agency
State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver CO 80246</td>
<td>Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</td>
</tr>
<tr>
<td>Master Task Order Contract Number
Insert CMS Number of the Master Task Order Contract

Task Order Number
Insert CMS number or Other Contract Number</td>
<td>Task Order Performance Beginning Date
The later of the Task Order Effective Date or Month Day, Year</td>
</tr>
<tr>
<td>Task Order Maximum Amount
Initial Term
State Fiscal Year 20xx $0.00

Extension Terms
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00

Total for All State Fiscal Years $0.00</td>
<td>Task Order Expiration Date
Month Day, Year

Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</td>
</tr>
<tr>
<td>Pricing/Funding
Price Structure: Choose type
Contractor Shall Invoice: Choose frequency
Funding Source:
Source $ Amount
Source $ Amount
Source $ Amount</td>
<td>Miscellaneous:
Authority to enter into this Contract exists in:
C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Law Specified Vendor Statute (if any): Enter Program specific

Procurement Method: Select
Solicitation Number (if any): Enter Solicitation #</td>
</tr>
<tr>
<td>State Representative
Enter Representative’s Name
Title
Division, Unit
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246
Email</td>
<td>Contractor Representative
Enter Contractor Representative’s Name
Title
Entity Name
Address
Address
Email</td>
</tr>
<tr>
<td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:
Exhibit A Additional Provisions
Exhibit B Statement of Work
Exhibit C Budget
Exhibit D Federal Provisions
Exhibit E HIPAA Business Associate Agreement (If applicable.)
Enter any other exhibits in alphabetical order</td>
</tr>
<tr>
<td colspan="2">Contract Purpose
Briefly describe the Task Order's purpose.</td>
</tr>
</table>

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** *** *****

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

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, Quarterly, or other schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

   Mail to:

   (Name & Position Title)
   (Division & Program)
   Colorado Department of Public Health and Environment
   (Mail Code)
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

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

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

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

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2. Time Limit For Acceptance Of Deliverables.

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

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

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ***** (**)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (**) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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

   The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

   If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

   If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

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EXHIBIT B

STATEMENT OF WORK

To Original Contract Number ** *** ********

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

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

I. Entity Name: This section is **OPTIONAL.**
Term: This section is **OPTIONAL.**

II. Project Description:
This section is **REQUIRED**.

III. Definitions:
This section is **OPTIONAL**.

IV. Work Plan:

This section is **REQUIRED**. Insert work plan table here.

V. Key Personnel:
This section is **OPTIONAL.**

VI. Monitoring:
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data"). If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:
This section is **REQUIRED**.

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

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EXHIBIT C

BUDGET

COLORADO
Department of Public Health & Environment

Contractor Name		**Program Contact Name, Title, and Email**	
Budget Period		**Fiscal Contact Name, Title, and Email**	
Project Name		**Contract (CT or PO) Number**	

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

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

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Exhibit D

Federal Provisions - Enter title of project or program from NOA

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: **Match name on contract.**
   b. Subrecipient DUNS number: **Enter DUNS #**
   c. The Federal Award Identification Number (FAIN) is **Enter FAIN #**.
   d. The Federal award date is **Date issued**.
   e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	**Total Federal Funds Awarded**	**Amount of Financial Assistance from the NOA**

   g. Federal award title of project or program: **Enter title of project or program from NOA**.
   h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A**.
   j. This award **Choose " is" or "is not"** for research & development.
   k. Subrecipient **Choose " is" or "is not"** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

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3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

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h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

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16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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[TO BE DELETED IF NOT APPLICABLE] **Exhibit E**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

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ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

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Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

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distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

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incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

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Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Standard Agreement; Stericycle; Health and Human S

Action Requested: Discussion

Parties to the Agreement: Stericycle INC

Term Begins: 08/09/2024 **Term Ends:** **Grant Contract #:** Stericycle INC Standard Agreer

Summary:

Standard Agreement for Shredding Services at Health and Human Services.

Fiscal Impact: Pick up every 8 weeks @ $80.75 minimum

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:
Legally sufficient. SO 9/13/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/13/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

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Stericycle | Shred-it® Shred-it® is a Stericycle solution.

Standard Agreement

Effective Date 08.09.2024 between Stericycle, INC and HUMAN SERVICES located at 220 N SPRUCE ST, GUNNISON, Colorado,81230-3029

Contract Entities: (Sold to) :

		Billing Information	
Customer/Company Name:	HUMAN SERVICES	Billing Contact/Company Name:	HUMAN SERVICES
Address:	220 N SPRUCE ST	Address:	
Floor/Suite Number:			
City / State / Zip:	GUNNISON, Colorado, 81230-3029	City / State / Zip:	, ,
Phone:	9706413244	Phone:	9706413244
Email:	bburgess@gunnisoncounty.org	Email:	bburgess@gunnisoncounty.org
Contact:	Blair Burgess	Contact:	Blair Burgess
Title:		Title:	

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: HUMAN SERVICES Address: 220 N SPRUCE ST, GUNNISON, Colorado, United States, 81230-3029	REGULAR SERVICE | ON-SITE (PAPER)	Every 8 Weeks	1 Each	$ 80.75 minimum per pickup	N/A	API: % Months Until First Price Increase: 12	Aug 08, 2025	Metro Surcharge: $ 0 Per Stop Recycling Recovery Cap: 0%
Account Name: HUMAN SERVICES Address: 220 N SPRUCE ST, GUNNISON, Colorado, United States, 81230-3029	TOTE-MEDIUM (64G/240L)	Every 8 Weeks	3 Each	$ 12.75 per container Minimum include 3 each	N/A	API: % Months Until First Price Increase: 12	Aug 08, 2025	Metro Surcharge: $ 0 Per Stop Recycling Recovery Cap: 0%

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Contract Effective Date: 08.09.2024

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 08.08.2025

Stericycle:

Contracting Entity: **Stericycle INC.**

Name: Julie Matus

Title:

Date: \d2\

Signature:

Customer:

Customer/Company:

Name: Blair Burgess

Title:

Date: \d1\

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

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TERMS AND CONDITIONS

1.Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and HUMAN SERVICES with offices at 220 N SPRUCE ST,GUNNISON, Colorado,United States,81230-3029(Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 08 09,2024(the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3.Terms of this Agreement;Renewal

(a)The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 12 months.

This Agreement will automatically renew for successive terms of the 12 each, an Extension Term), unless either party gives the other party at least 60 days written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term.(b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle polices related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

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12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13.Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

During the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

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Attachment: Service Compliance

REGULAR SERVICE | ON-SITE (PAPER)

TOTE-MEDIUM (64G/240L)

DocuSign

Certificate Of Completion

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Subject: Documents for your DocuSign Signature
Source Envelope:
Document Pages: 5
Signatures: 0
Envelope Originator:
Certificate Pages: 1
Initials: 0
Julie Matus
AutoNav: Enabled
2355 Waukegan Road
EnvelopeId Stamping: Enabled
Bannockburn, IL 60062
Time Zone: (UTC-06:00) Central Time (US & Canada)
julie.matus@stericycle.com
IP Address: 44.229.102.225

Record Tracking

Status: Original
9/13/2024 8:12:39 AM
Holder: Julie Matus
julie.matus@stericycle.com
Location: DocuSign

Signer Events	Signature	Timestamp
Blair Burgess bburgess@gunnisoncounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/13/2024 8:12:41 AM Viewed: 9/13/2024 9:49:18 AM
Julie Matus julie.matus@stericycle.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 8:12:41 AM

Payment Events	Status	Timestamps

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Trout Unlimited; Gunnison Basin

Action Requested:

Parties to the Agreement:

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

Summary:

Letter of Support for projects from Trout Unlimited

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 9/17/2024

Revised April 2015

Gunnison Basin Drought Resiliency and Restoration

Trout Unlimited (TU) has been awarded a Natural Resources Conservation Service (NRCS) Regional Conservation Partnership Program (RCPP) alternative funding arrangement (AFA) grant. TU is using these funds to implement riparian channel restoration and irrigation infrastructure improvements with several agricultural producers, in the Gunnison Basin. This project work will address four NRCS priority resource concerns for the Colorado River Basin Critical Conservation Area: Insufficient water/drought, inadequate habitat, water quality degradation, and soil quality degradation. TU is requesting funding from the CRD Community Funding Partnership to match NRCS RCPP funding and CWCB funding for design and implementation for four project locations where producers have enrolled in the RCPP program.
These projects will demonstrate how innovative restoration and irrigation water management methods can address common resource challenges while mitigating impacts of drought on irrigated agriculture and watersheds in the West. Each project area will involve the following three components: 1. Restoration of stream channels and riparian corridors using an innovative blend of low-tech and traditional restoration methods, 2. Improve flood irrigation delivery systems and irrigation scheduling, 3. Use remote sensing technology to monitor and guide conservation practices.

***Schmalz Ranch Improvements, Cedaredge CO*:**

Infrastructure: Current irrigation infrastructure is not adequate to effectively control and distribute water to the appropriate fields. This project includes improvements to 9 water control structures, 2 measuring structures on the Schmalz ranch and 1,457 feet of pipe on the Frazier ditch. These structures are designed to optimize irrigation water delivery and control.

Productive Agriculture: The project is located on productive agricultural land and improvements will support irrigation scheduling to 450 acres allowing landowner to dry up fields for rotational grazing and haying.

Watershed Health & Water Quality: Irrigation scheduling will allow water users to direct water back to the stream to support aquatic species and downstream uses when their irrigation is not in use. Further, the property is located on steep gradient where "unchecked" or over irrigation causes erosion and transports sediment as it flows back to the stream at valley bottom. Planned structures and pipe will reduce soil erosion and the amount of field runoff entering the stream thereby mitigating soil and water quality impacts.

Conservation and Efficiency: The planned control structures will allow for more precise irrigation scheduling and management. Piping the Frazier ditch will save ¼ CFS per day, other structures are estimated to optimize irrigation by 15% saving an additional ½ CFS.

Lost Miner, Gunnison County:

Infrastructure: (25%) This project will involve updating stream headgate/diversion for the McDowell Van Tuyl No 2 Ditch and down-ditch structures for water control to optimize delivery and management of irrigation water on flood irrigated meadows in the Tomichi Creek floodplain 5 miles

east of Gunnison. The existing headgate requires tarps and other material to marginally shut off – the remaining leakage is an inefficient use of water and limits dry out for haying, grazing, and ditch maintenance. The structures for water control will replace rock and tarp dams used to alternate and distribute water to various areas of the field.

Watershed Health 60% – This project site will include stream channel restoration and riparian grazing management infrastructure to address lack of riparian vegetation, excessive bank erosion and stream over-widening. The project will also install two in line flashboard risers (Agri-Drains) and low profile levy at a point where warm irrigation surface water re-enters Tomichi Creek. The channel resotation and irrigation control improvements are expected to reduce water temperatures and reduce sediment load in Tomichi Creek. Benefits will include instream aquatic habitat through the restored segment and downstream into the Tomichi Creek State Wildlife area. High water temperature during mid-summer & low flow periods is a known issue for this section of Tomichi. In addition to the active channel restoration, planned renovations to the diversion structure will also provide watershed benefits by reducing stream channel width and erosion caused by the current diversion positioning.

Productive Agriculture 15% – The improvements will support hay production and livestock grazing on 120 acres.

<u>True West Ranch – Cochetopa Creek, Saguache County</u>

Infrastructure: (30%) This project will involve updating stream headgate, sluice gate, and six irrigation structures for water control to optimize delivery and management of irrigation water on flood irrigated meadows in the headwaters of Cochetopa Creek ~30 miles south east of Gunnison.

Watershed Health 60% – This project site is located on a segment of Cochetopa that is often dewatered during low flow periods. Planned irrigation structures and management scheme will be designed to support minimal flow to remain in stream to limit trout mortality rates during drought periods. Channel restoration work is planned as a second phase of the project but construction may not take plan in 2025. This work will provide deeper pools and holding habitat for aquatic species refuge during the near dry up events.

Productive Agriculture 10% – The improvements will support hay production and livestock grazing on 35 acres of meadow.

<u>Norman Ditch – Cochetopa Creek, Saguache County</u>

Infrastructure: (30%) This project will involve updating stream headgate and diversion from a seasonal dam structure constructed of t-posts, tin, and tarps to a permanent rock-riffle structure and operable headgate.

Watershed Health 60% – This project site will involve channel restoration at the diversion site to address bank erosion and allow for improved aquatic organism passage. Updating headgate will improve control and measurement of diverted water and allow for creative irrigation scheduling to reduce periods of dry up.

Productive Agriculture 10% – The improvements will support hay production and livestock grazing to 40 acres of meadow adjacent to Cochetopa Creek.

Project Partners: List all partners involved with this project and their role in the proposed project. :

NRCS (RCPP): Cash match, NHPA, NEPA.

Trout Unlimited: RCPP Project Management, Partner coordination, Project reporting, Construction oversight.

UGRWCD: Cash (pending 2025 grant cycle, Partner coordination.

Landowner / Water Right Holder: Cash / In-kind contributions

CWCB: Cash contributions

JUB Engineers & River Restoration: Floodplain model and permitting, Corps Permitting, technical assistance, and NRCS project close-out.

Lost Miner

Reach for focused channel work
Levy with Agridrain
Bank and channel work
New Fence
SWC 1
McDowell Van Tuyl No 2

SWC 1 location

McDowell Van Tuyl Diversion/HG

True West Ranch

Structures for water control located in these meadow section of ditch

Big Rock Ditch Flume and HG in good condition - sediment is issue in ponded area option for sluice gate or piping.

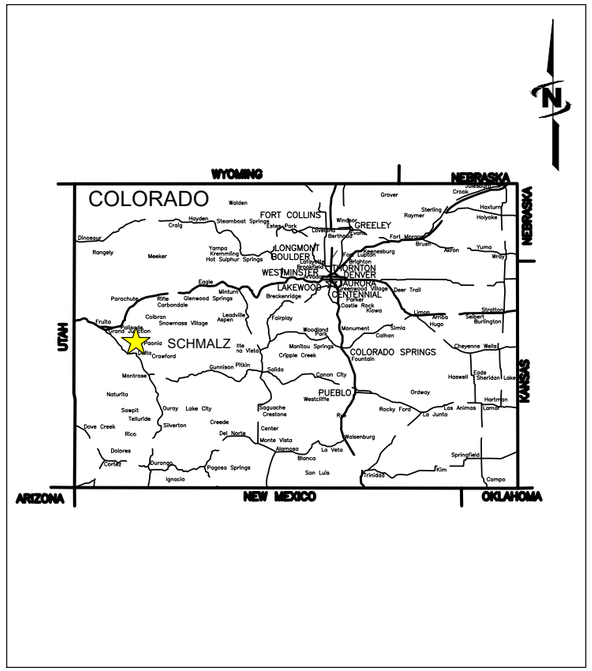
Norman Ditch – Cochetopa, Headgate and Diversion

SCHMALZ IMPROVEMENTS

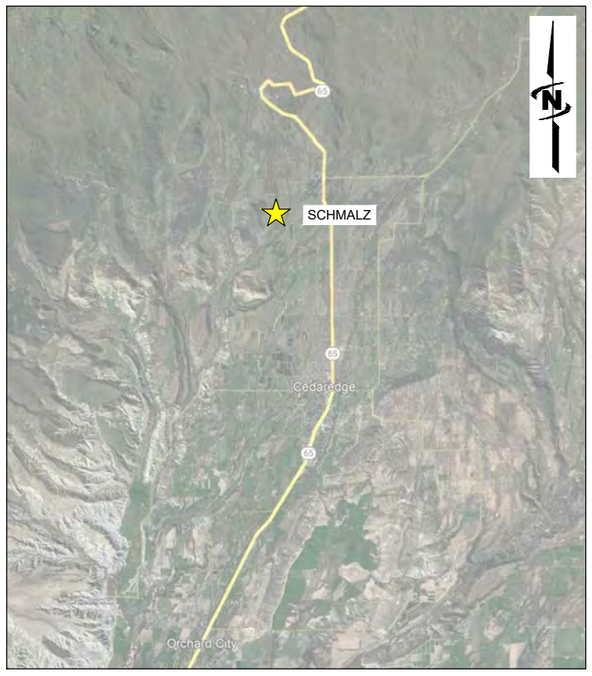
TROUT UNLIMITED

June 2024

PRELIMINARY PLANS NOT FOR CONSTRUCTION



AREA MAP



VICINITY MAP

PROJECT NO. 81-22-032

J-U-B ENGINEERS, INC.

305 S. Main Street, Unit 6, Palisade, CO 81526
p 970 208 8508 *w* www.jub.com

THE LANGDON GROUP | GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
G-001	COVER SHEET
G-002	NOTES
CIVIL	
C-001	SHEET KEY
C-101	FRASIER DITCH IMPROVEMENTS PLAN MAP
C-102	SCHMALZ FIELDS 1-3 IMPROVEMENTS PLAN MAP
C-103	SCHMALZ FIELDS 4-5 IMPROVEMENTS PLAN MAP
C-104	SCHMALZ FIELDS 6-7 IMPROVEMENTS PLAN MAP
DETAILS	
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
C-504	DETAILS
C-505	DETAILS
C-506	DETAILS

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CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

LAST UPDATED: 6/19/2024

SHEET NUMBER:

G-001

Plot Date:6/19/2024 \\JUB.COM\CENTRAL\CLIENTS\CO\TROUTUNLIMITED\PROJECTS\81-22-032_GUNNISONBASINRCPP\81-22-032_CEDAREDGE\DESIGN\CAD\SHEET\CAPS\C...\81-22-032_CEDAREDGE\DESIGN\CAD\SHEET\CAPS\CAPS_G-001X.DWG

KISER CREEK
BIG DITCH
2300 RD
HIGHWAY 65
C–101
FRASIER DITCH IMPROVEMENTS
10+00
15+00
20+00
24+17
C–102
SCHMALZ FIELDS 1–3 IMPROVEMENTS
KISER CREEK
2300 RD
YORK CREEK
BIG DITCH
HIGHWAY 65
SCHMALZ FIELDS 4–5 IMPROVEMENTS
C–103
U RD
U RD
SCHMALZ FIELDS 6–7 IMPROVEMENTS
C–104
KISER CREEK

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Date Created6/17/2024 \\JUB.COM\CENTRAL\CLIENTS\SCO\TROUT\UNLIMITED\PROJECTS\81-22-032_GUNNISONBASINRCPP\81-22-032_CEDAREDGE\DESIGN\CAD\SHEETS\CAPS\CAPS_C-001X.DWG

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
305 S. Main Street
Unit 6
Palisade, CO 81526
Phone: 970.208.8508
www.jub.com

PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

SCHMALZ IMPROVEMENTS
TROUT UNLIMITED

SHEET KEY

FILE : CAPS_C-001X
JUB PROJ. # : 81-22-032
DRAWN BY: DTF
DESIGN BY: DTF
CHECKED BY: ITR

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LAST UPDATED: 6/19/2024

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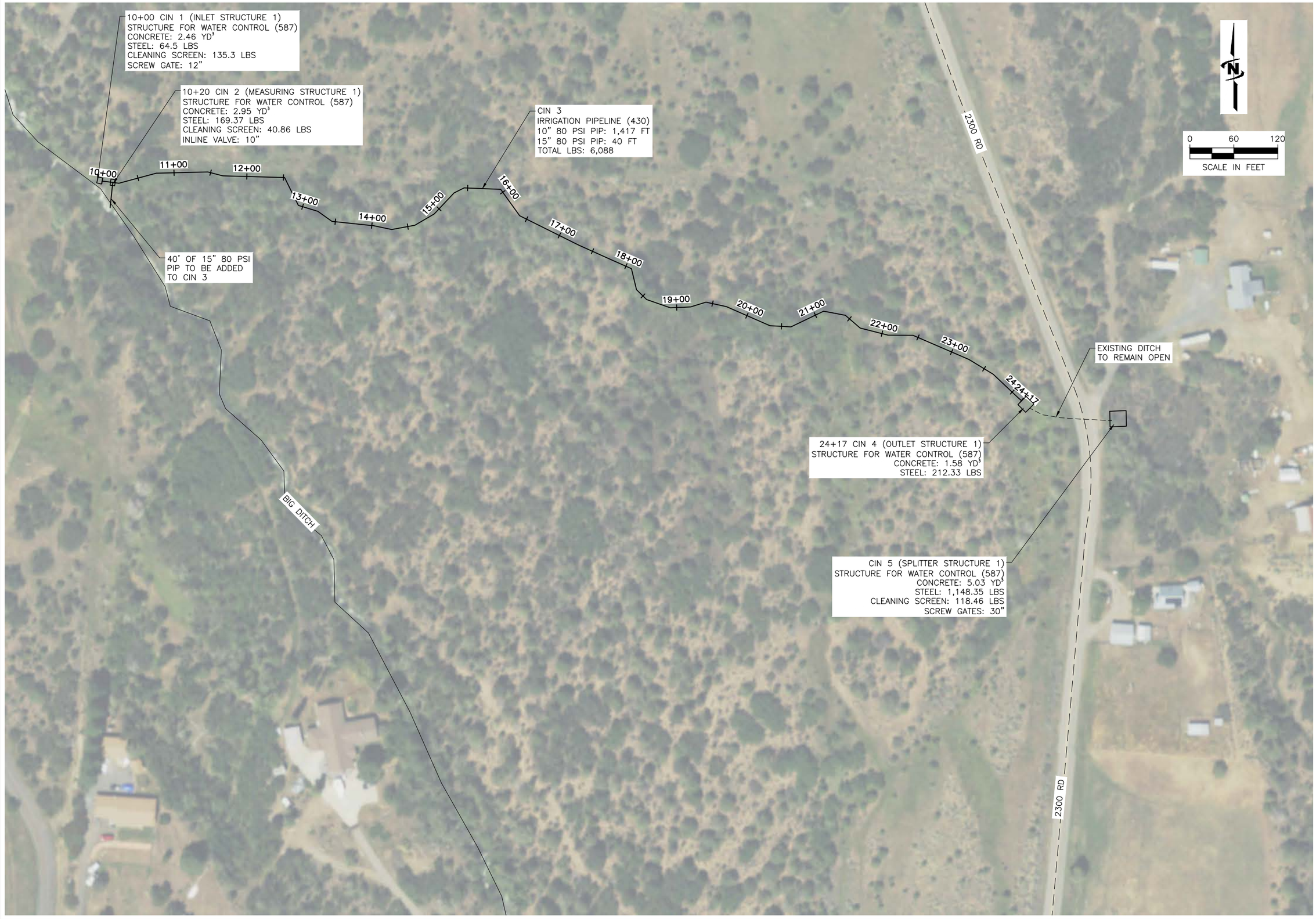
C-001



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J-U-B ENGINEERS, INC.

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	REVISION	APPR.	

SCHMALZ IMPROVEMENTS
TROUT UNLIMITED

FRASIER DITCH IMPROVEMENTS PLAN MAP

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LAST UPDATED: 6/19/2024

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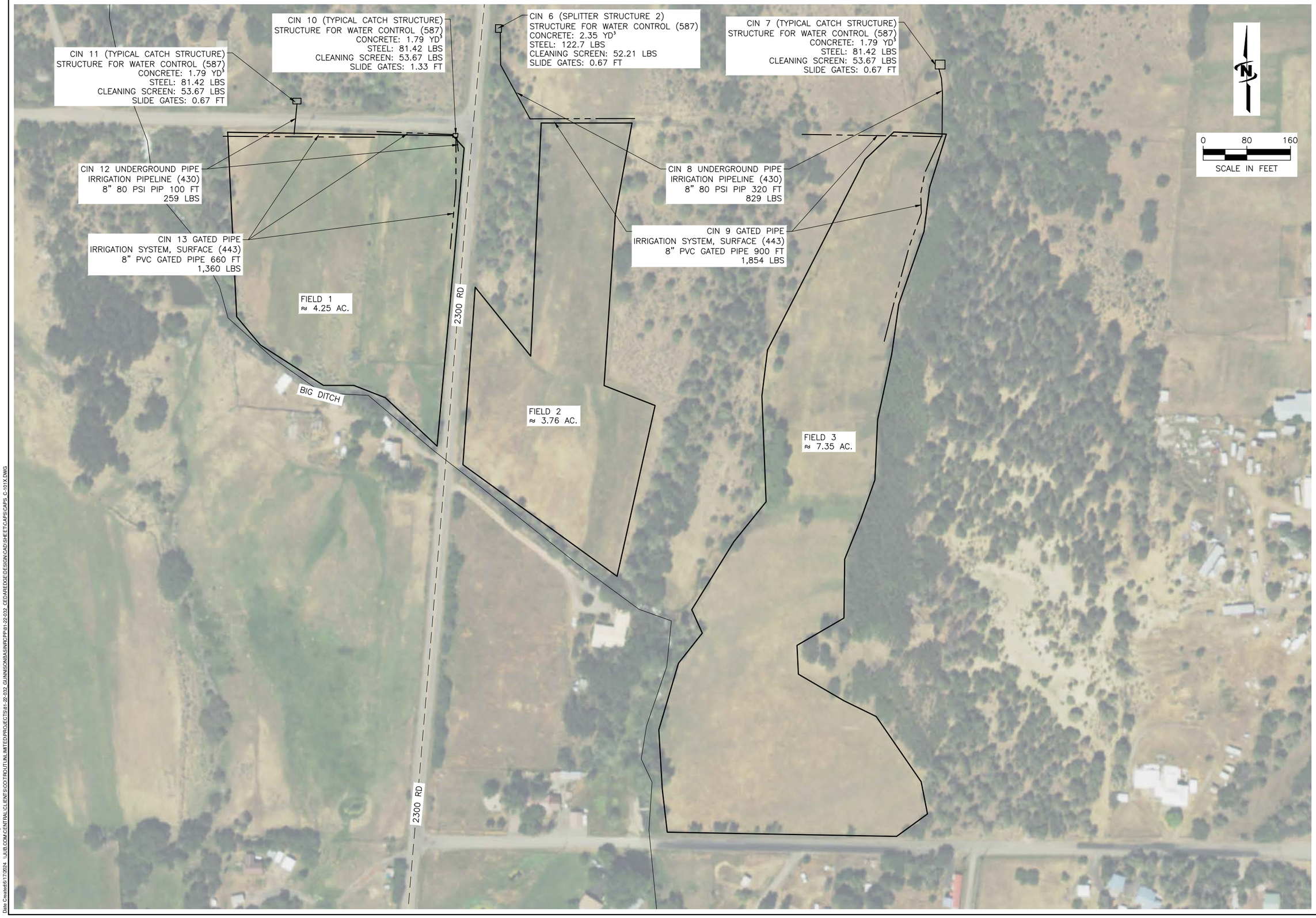

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NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SCHMALZ IMPROVEMENTS
TROUT UNLIMITED

SCHMALZ FIELDS 1-3 IMPROVEMENTS PLAN MAP

FILE: CAPS_C-101X
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LAST UPDATED: 6/19/2024

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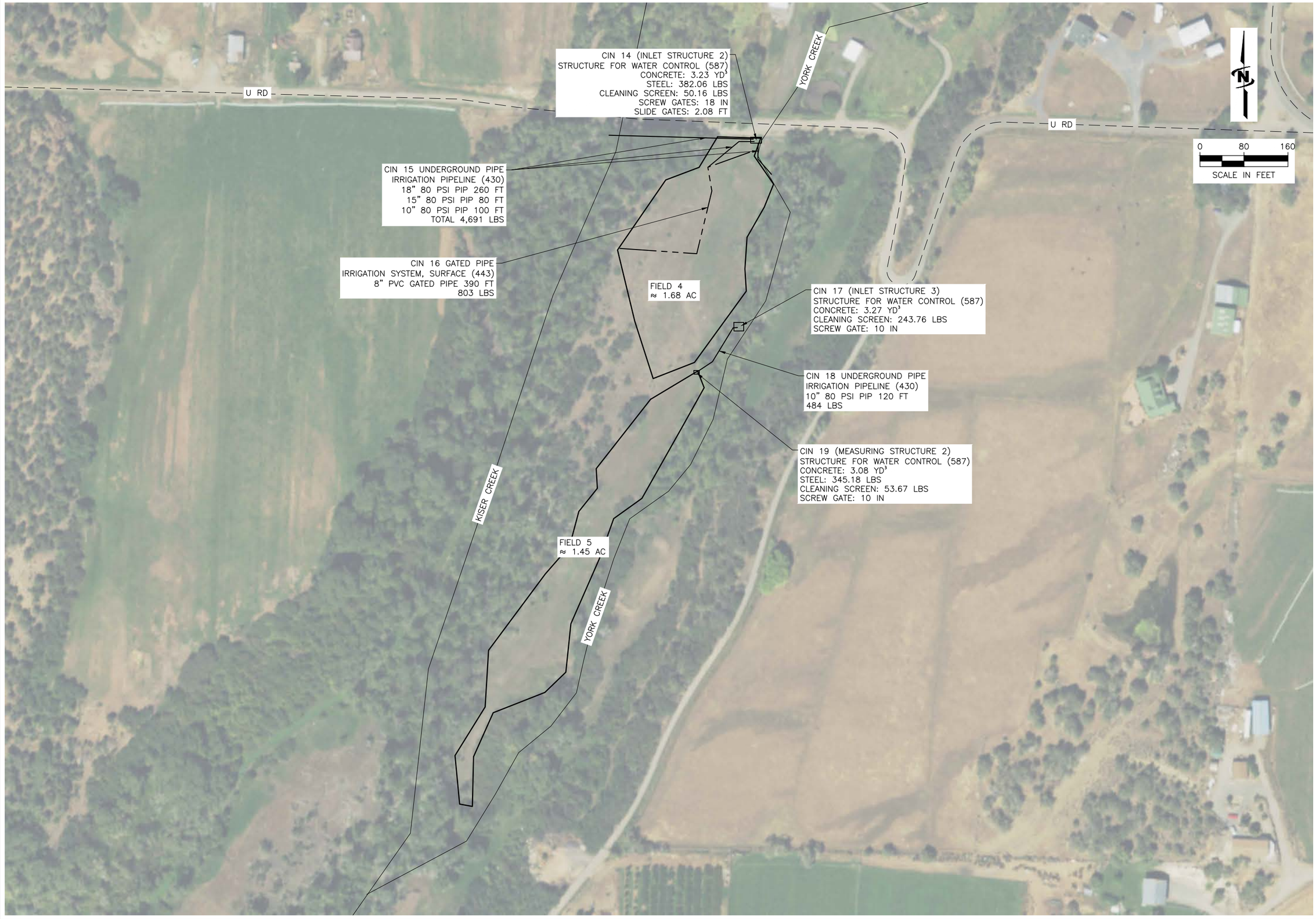

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

SCHMALZ IMPROVEMENTS
TROUT UNLIMITED

SCHMALZ FIELDS 4-5 IMPROVEMENTS PLAN MAP

FILE : CAPS_C-101X
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LAST UPDATED: 6/19/2024

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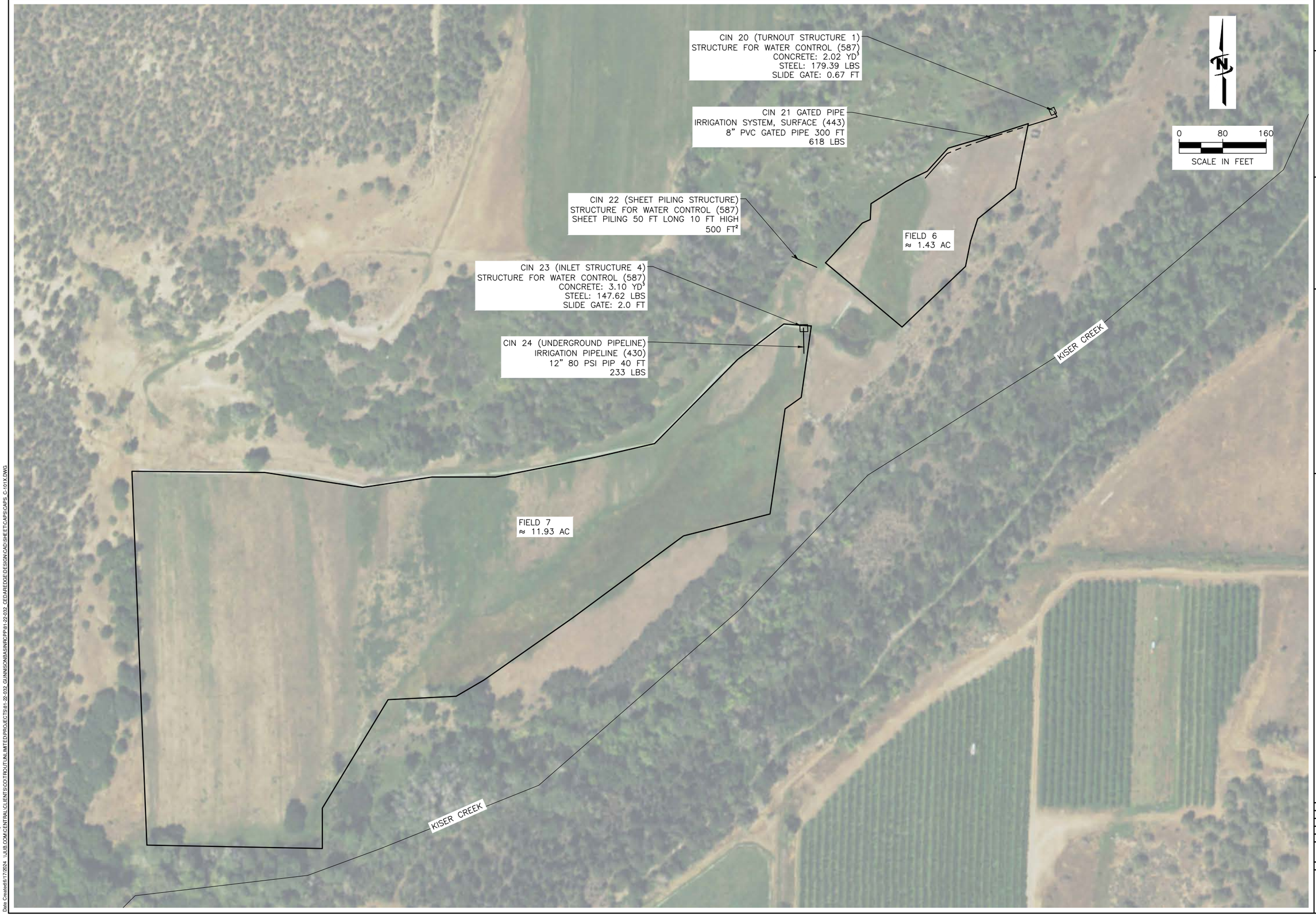

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

SCHMALZ IMPROVEMENTS
TROUT UNLIMITED

SCHMALZ FIELDS 6-7 IMPROVEMENTS PLAN MAP

FILE : CAPS_C-101X
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LAST UPDATED: 6/19/2024

SHEET NUMBER:

C-104

GUNNISON COUNTY
COUNTY COMMISSIONERS

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

September 17, 2024

Colorado River District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

Dear Colorado River District,

Please accept this letter of support for the Gunnison Basin Drought Resiliency and Restoration grant proposal being submitted to the Colorado River District by Trout Unlimited. This funding will help to improve irrigation water management, reduce labor, and improve aquatic habitat on Cochetopa and Tomichi Creek within Gunnison County.

The Gunnison County Board of County Commissioners are in full support of the project because it will:

a. It will allow more efficient irrigation water management of 500 acre-feet of water annually diverted.
b. It will promote continued agricultural production on approximately 150 acres of hay meadow and pasture in the Cochetopa watershed.
c. It will promote watershed health and aquatic habitat on Cochetopa Creek and Tomichi Creek.

The Gunnison County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District. We are confident in the leadership, experience, and expertise of Trout Unlimited, their team of consultants, and the affected water holders to successfully implement this project. For these reasons, we strongly endorse this project and encourage your positive consideration of the funding request.

Sincerely,

Jonathan Houck

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report August 2024

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report August 2024

Fiscal Impact: 5,402,893.48

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/12/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
August-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,493,810.88)
130	95 11122	General - Payroll Account	1,384,563.41	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(151,677.46)
002	02 11900	Road & Bridge	0.00	(608,026.95)
003	03 11900	Human Services	0.00	(238,642.32)
004	04 11900	Public Health Agency	0.00	(153,060.05)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	11,050.93	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(162,379.03)
013	13 11900	Land Preservation	0.00	0.00
030	30 11900	Mosquito Control	0.00	(15,766.90)
032	32 11900	Sage Grouse Trust	18,296.04	0.00
034	34 11900	Risk Management	0.00	(1,930.23)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(378,735.38)
050	50 11900	Gunnison County Sewer	0.00	(18,325.40)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(68,101.79)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(163,152.26)
125	52 11101	Solid Waste - Landfill Closure	11,585.24	0.00
126	52 11102	Solid Waste - Landfill Const	44,100.38	0.00
070	70 11900	Housing Authority	0.00	(649,719.10)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(33,078.28)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(584,123.84)
082	82 11900	ISF-II	19,142.27	0.00
090	90 11900	Health Insurance Trust	130,607.96	0.00
115	90 11101	Health Insurance Claims	32,322.19	0.00
091	91 11900	Local Marketing District	0.00	(259,008.44)
092	92 11900	Transportation Authority	0.00	(417,844.25)
093	93 11900	Public Trustee Agency	0.00	(5,510.92)
145	95 11121	Accounts Payable Clearing	3,751,225.06	0.00
		TOTALS	**$ 5,402,893.48**	**$ (5,402,893.48)**

TRANSFER FOR JOURNAL ENTRIES:
408073, 408074, 408075, 408076, 408077, 407277, 407491, 407598, 407599, 406700, 408187, 408201, 408271, 408350, 408351, 408352, 408356, 408357, 408359, 408385, 408389, AP, GBI, GNI 408358, 408387,UBB,

PREPARED BY: _____ DATE: 9/10/24

AUTHORIZED BY: _____ DATE: 9/10/24

RECEIVED BY TREASURER: _____ DATE: 9-10-24

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-24

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900
-	408073,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2024	(24,542.67)						(384.16)	
-	408074,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2024	46,017.53					(9,545.84)		(5,166.67)
-	408075,	STND3: MAPPING SYSTEM CHARGES	8/31/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)
-	408076,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2024	(3,880.82)					(390.83)	(637.50)	(825.00)
-	408077,	STND5: COMPUTER SYSTEM CHARGES	8/31/2024	(22,646.93)					(1,783.33)	(2,279.17)	(4,632.92)
	407277,	RECORD BERKLEY MED JUL	7/31/2024								
-	407491,	RECLASS FLEET ITEMS	7/31/2024						(6,600.00)		
-	407598,	EQUIPMENT USAGE JULY	7/31/2024	(751.82)					(141,761.44)		
-	407599,	MATERIAL USAGE JULY	7/31/2024						(1,818.99)		
-	406700,	CFMS SETTL JUN-24	6/30/2024	30,786.66						(30,786.66)	
-		FIX REVENUE CLEARING MAY 24	7/31/2024					(79,045.50)			
-		FIX REVENUE CLEARING JULY 24	7/31/2024					(72,631.96)			
-	408187,	RECLASS ARPA GRANT FROM IT TO HHS	8/31/2024							(26,683.54)	
-	408201,	WEED RENT TO AIRPORT AUG	8/31/2024	(765.00)							
-	408271,	MED CHECKS AUGUST	8/31/2024	(3,536.53)							
-	408350,	COPIES BLACK AUG 2024	8/31/2024	(606.24)					(1.40)	(6.40)	(9.44)
-	408351,	COPIES COLOR AUG 2024	8/31/2024	(1,037.88)					(4.50)	(18.72)	(57.24)
-	408352,	POSTAGE USE AUG 2024	8/31/2024	(1,679.10)							
-	408356,	LANDFILL ALLOCATION AUG	8/31/2024								
-	408357,	PUBLIC HEALTH PHOTO COPY AUG	8/31/2024	(52.00)							(110.56)
-	408359,	RECORD BERKLEY MED AUG	8/31/2024								
-	408385,	PW AIRPORT GROUND RENT	8/31/2024								
-	408389,	CASH TRANSFER FOR SHORTFALL AUGUST	8/31/2024	(288,220.00)							
-											
-											
-											
-											
-											
-											
-		REVENUE CLEARING August 24									
-	AP,	AP CLEARING August	8/31/2024	(348,783.84)					(245,012.71)	(13,336.63)	(21,866.37)
-	GBI,	LANDFILL INTERFUND CHARGES		(398.40)					(3,316.00)		
-	GNI 408358,	Payroll Import August 24	8/31/2024	522,381.72					(196,116.16)	(164,487.46)	(120,369.77)
-	408387,	NET PAYROLL TRANSFER (BMO TRF) August	8/31/2024	(1,384,563.41)							
-	UBB,										
-		TOTALS		(1,493,810.88)	-	-	-	(151,677.46)	(608,026.95)	(238,642.32)	(153,060.05)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-24

JE's	Description	Finance Business Date	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900
408073,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2024					(1,394.29)					
408074,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2024					(4,635.00)				1,675.00	
408075,	STND3: MAPPING SYSTEM CHARGES	8/31/2024					(22.08)					
408076,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2024					(308.33)					
408077,	STND5: COMPUTER SYSTEM CHARGES	8/31/2024					(1,608.33)					
407277,	RECORD BERKLEY MED JUL	7/31/2024										
407491,	RECLASS FLEET ITEMS	7/31/2024										
407598,	EQUIPMENT USAGE JULY	7/31/2024										
407599,	MATERIAL USAGE JULY	7/31/2024										
406700,	CFMS SETTL JUN-24	6/30/2024										
	FIX REVENUE CLEARING MAY 24	7/31/2024					79,045.50					
	FIX REVENUE CLEARING JULY 24	7/31/2024					65,960.96					
408187,	RECLASS ARPA GRANT FROM IT TO HHS	8/31/2024										
408201,	WEED RENT TO AIRPORT AUG	8/31/2024					765.00					
408271,	MED CHECKS AUGUST	8/31/2024										
408350,	COPIES BLACK AUG 2024	8/31/2024					(37.67)					
408351,	COPIES COLOR AUG 2024	8/31/2024					(173.87)					
408352,	POSTAGE USE AUG 2024	8/31/2024										
408356,	LANDFILL ALLOCATION AUG	8/31/2024										18,420.84
408357,	PUBLIC HEALTH PHOTO COPY AUG	8/31/2024										
408359,	RECORD BERKLEY MED AUG	8/31/2024										
408385,	PW AIRPORT GROUND RENT	8/31/2024					25,757.55					
408389,	CASH TRANSFER FOR SHORTFALL AUGUST	8/31/2024										
	REVENUE CLEARING August 24											
AP,	AP CLEARING August	8/31/2024					(69,312.66)		(162,379.03)		(17,441.90)	(124.80)
GBI,	LANDFILL INTERFUND CHARGES											
GNI 408358,	Payroll Import August 24	8/31/2024					(82,985.85)					
408387,	NET PAYROLL TRANSFER (BMO TRF) August	8/31/2024										
UBB,												
	TOTALS		-	-	-	-	11,050.93	-	(162,379.03)	-	(15,766.90)	18,296.04

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-24

JE's	Description	Finance Business Date	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900
408073,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2024			(386.28)		(1,456.45)		(16,237.15)			
408074,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2024			(3,749.58)		2,416.66		(5,538.54)			(916.67)
408075,	STND3: MAPPING SYSTEM CHARGES	8/31/2024					(661.50)					
408076,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2024							(37.50)			
408077,	STND5: COMPUTER SYSTEM CHARGES	8/31/2024					(350.00)		(445.83)			
407277,	RECORD BERKLEY MED JUL	7/31/2024										
407491,	RECLASS FLEET ITEMS	7/31/2024										
407598,	EQUIPMENT USAGE JULY	7/31/2024			(102.00)				(10,149.39)			
407599,	MATERIAL USAGE JULY	7/31/2024							(1,425.29)			
406700,	CFMS SETTL JUN-24	6/30/2024										
	FIX REVENUE CLEARING MAY 24	7/31/2024										
	FIX REVENUE CLEARING JULY 24	7/31/2024							6,671.00			
408187,	RECLASS ARPA GRANT FROM IT TO HHS	8/31/2024										
408201,	WEED RENT TO AIRPORT AUG	8/31/2024										
408271,	MED CHECKS AUGUST	8/31/2024										
408350,	COPIES BLACK AUG 2024	8/31/2024										
408351,	COPIES COLOR AUG 2024	8/31/2024										
408352,	POSTAGE USE AUG 2024	8/31/2024										
408356,	LANDFILL ALLOCATION AUG	8/31/2024							(74,106.46)	11,585.24	44,100.38	
408357,	PUBLIC HEALTH PHOTO COPY AUG	8/31/2024										
408359,	RECORD BERKLEY MED AUG	8/31/2024										
408385,	PW AIRPORT GROUND RENT	8/31/2024					(25,757.55)					
408389,	CASH TRANSFER FOR SHORTFALL AUGUST	8/31/2024	13,760.00									
	REVENUE CLEARING August 24											
AP,	AP CLEARING August	8/31/2024	(15,690.23)	(378,735.38)	(11,248.18)		(25,326.96)		(9,077.05)			(648,802.43)
GBI,	LANDFILL INTERFUND CHARGES								3,714.40			
GNI 408358,	Payroll Import August 24	8/31/2024			(2,839.36)		(16,965.99)		(56,520.45)			
408387,	NET PAYROLL TRANSFER (BMO TRF) August	8/31/2024										
UBB,												
	TOTALS		(1,930.23)	(378,735.38)	(18,325.40)	-	(68,101.79)	-	(163,152.26)	11,585.24	44,100.38	(649,719.10)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-24

JE's	Description	Finance Business Date	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900
408073,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2024					44,557.25	(156.25)				
408074,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2024					(8,108.76)	(7,638.02)			(3,708.44)	(1,101.67)
408075,	STND3: MAPPING SYSTEM CHARGES	8/31/2024						13,935.64				
408076,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2024					(37.50)	6,154.98				
408077,	STND5: COMPUTER SYSTEM CHARGES	8/31/2024					(595.83)	34,538.17				
407277,	RECORD BERKLEY MED JUL	7/31/2024							6,059.79	(6,059.79)		
407491,	RECLASS FLEET ITEMS	7/31/2024					6,600.00					
407598,	EQUIPMENT USAGE JULY	7/31/2024					152,764.65					
407599,	MATERIAL USAGE JULY	7/31/2024					3,244.28					
406700,	CFMS SETTL JUN-24	6/30/2024										
	FIX REVENUE CLEARING MAY 24	7/31/2024										
	FIX REVENUE CLEARING JULY 24	7/31/2024										
408187,	RECLASS ARPA GRANT FROM IT TO HHS	8/31/2024						26,683.54				
408201,	WEED RENT TO AIRPORT AUG	8/31/2024										
408271,	MED CHECKS AUGUST	8/31/2024							(212,591.50)	216,128.03		
408350,	COPIES BLACK AUG 2024	8/31/2024						661.15				
408351,	COPIES COLOR AUG 2024	8/31/2024						1,292.21				
408352,	POSTAGE USE AUG 2024	8/31/2024						1,679.10				
408356,	LANDFILL ALLOCATION AUG	8/31/2024										
408357,	PUBLIC HEALTH PHOTO COPY AUG	8/31/2024						162.56				
408359,	RECORD BERKLEY MED AUG	8/31/2024							177,746.05	(177,746.05)		
408385,	PW AIRPORT GROUND RENT	8/31/2024										
408389,	CASH TRANSFER FOR SHORTFALL AUGUST	8/31/2024					274,460.00					
	REVENUE CLEARING August 24											
AP,	AP CLEARING August	8/31/2024		(32,245.40)			(993,033.04)	(12,920.13)	(73,845.74)		(255,300.00)	(416,742.58)
GBI,	LANDFILL INTERFUND CHARGES											
GNI 408358,	Payroll Import August 24	8/31/2024		(832.88)			(63,974.89)	(45,250.68)	233,239.36			
408387,	NET PAYROLL TRANSFER (BMO TRF) August	8/31/2024										
UBB,												
	TOTALS		-	(33,078.28)	-	-	(584,123.84)	19,142.27	130,607.96	32,322.19	(259,008.44)	(417,844.25)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-24

JE's	Description	Finance Business Date	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
408073,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2024			
408074,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2024			
408075,	STND3: MAPPING SYSTEM CHARGES	8/31/2024			
408076,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2024	(37.50)		
408077,	STND5: COMPUTER SYSTEM CHARGES	8/31/2024	(195.83)		
407277,	RECORD BERKLEY MED JUL	7/31/2024			
407491,	RECLASS FLEET ITEMS	7/31/2024			
407598,	EQUIPMENT USAGE JULY	7/31/2024			
407599,	MATERIAL USAGE JULY	7/31/2024			
406700,	CFMS SETTL JUN-24	6/30/2024			
	FIX REVENUE CLEARING MAY 24	7/31/2024			
	FIX REVENUE CLEARING JULY 24	7/31/2024			
408187,	RECLASS ARPA GRANT FROM IT TO HHS	8/31/2024			
408201,	WEED RENT TO AIRPORT AUG	8/31/2024			
408271,	MED CHECKS AUGUST	8/31/2024			
408350,	COPIES BLACK AUG 2024	8/31/2024			
408351,	COPIES COLOR AUG 2024	8/31/2024			
408352,	POSTAGE USE AUG 2024	8/31/2024			
408356,	LANDFILL ALLOCATION AUG	8/31/2024			
408357,	PUBLIC HEALTH PHOTO COPY AUG	8/31/2024			
408359,	RECORD BERKLEY MED AUG	8/31/2024			
408385,	PW AIRPORT GROUND RENT	8/31/2024			
408389,	CASH TRANSFER FOR SHORTFALL AUGUST	8/31/2024			
	REVENUE CLEARING August 24				
AP,	AP CLEARING August	8/31/2024		3,751,225.06	
GBI,	LANDFILL INTERFUND CHARGES				
GNI 408358,	Payroll Import August 24	8/31/2024	(5,277.59)		
408387,	NET PAYROLL TRANSFER (BMO TRF) August	8/31/2024			1,384,563.41
UBB,					
	TOTALS		(5,510.92)	3,751,225.06	1,384,563.41

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

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

Agenda Date: 9/17/2024

Revised April 2015

Gunnison County Treasurer
InvestMonthlyent Report
31-Aug-24

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	1,254,791.24			Cash	
BMO	1101	264,891.15	0.00%		Chkg	
BMO CC	1103	244,063.75	0.00%		Chkg	
BMO MM	1104	442,844.51	3.75%		MM	
BMO Sheriff Account	1109	43,718.39	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,093,254.46	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	2,718,448.45	0.00%		Chkg	
Colotrust Plus	1118	1,303,485.34	5.41%		Pool	
C-Safe	1121	1,960,492.93	5.40%		Pool	
Community Banks of Colorado MM	1320	361,123.10	3.50%		MM	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	2,893.69	1.98%			
TOTAL CASH AND CHECKING		9,844,168.69		20.48%		
INVESTMonthlyENTS						
BMW Bank AD68	1343	228,317.70	0.65%		CD	9/17/24
Community Bank 5908	1202	256,004.26	1.30%		CD	9/19/24
Community Bank 7786	1203	248,390.69	1.30%		CD	9/19/24
InBank Bank 9156	1402	231,734.52	4.91%		CD	9/21/24
FHLB AMXJ6	1234	463,920.00	0.50%		AG	9/30/24
Raymond James Bank	1293	232,245.79	1.85%		CD	11/26/24
Redstone Bank	1449	246,046.06	5.12%		CD	12/15/24
Community Bank 1715	1159	245,000.00	4.89%		CD	12/22/24
FHLB AMTQ5	1236	323,214.50	0.50%		AG	12/30/24
FHLBB AQ5F6	1224	465,480.00	1.10%		AG	12/30/24
Morgan Stanley RRBB	1338	231,988.29	1.90%		CD	1/2/25
Gunnison Bank and Trust	1283	268,019.88	2.00%		CD	1/27/25
Western States Bank	1309	521,079.15	4.35%		CD	2/17/25
FHLB AR6F3	1219	471,560.00	2.00%		AG	3/24/25
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	4/15/25
FHLB ALW26	1237	457,480.00	0.75%		AG	4/22/25
FFCB EMZW5	1233	456,750.00	0.73%		AG	5/19/25
Park State Bank VAB7	1265	224,038.53	0.90%		CD	5/22/25
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	6/19/25
FHLMC GXXR0	1211	488,045.00	3.32%		AG	6/30/25
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	6/30/25
FHLB ASGP8	1215	499,035.00	4.10%		AG	7/14/25
FHLMC GXZT4	1216	490,210.00	4.00%		AG	7/14/25
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	7/22/25
Synchrony Bank EXB81	1208	237,908.96	3.40%		CD	7/29/25
FHLB ALM43	1241	451,300.00	0.75%		AG	9/30/25
FHLB AR7M7	1221	466,835.00	2.00%		AG	9/30/25
JP Morgan UNC9	1250	218,417.50	0.40%		CD	9/30/25
FHLMC GXAP9	1248	448,370.00	0.60%		AG	11/12/25
FAMC 2B3F5	1246	268,851.00	0.60%		AG	11/20/25
FHLB AMTZ5	1235	314,405.00	0.75%		AG	11/28/25
FFCB EMJT0	1245	438,456.90	0.60%		AG	12/9/25
FHLBB AQFB4	1223	456,205.00	1.00%		AG	12/30/25
FHLB AKWS1	1243	442,880.00	0.53%		AG	2/17/26
FHLB ALA53	1244	443,540.00	0.60%		AG	2/25/26
US Treasury 2CBQ3	1218	446,055.00	0.50%		T	2/28/26
Ally Bank GM42	1191	245,000.00	5.05%		CD	3/23/26
FHLB ALMM3	1242	448,120.00	1.00%		AG	3/30/26
FHLB ALV68	1240	448,560.00	1.03%		AG	3/30/26
FHLB ALW67	1238	448,735.00	1.10%		AG	4/22/26
FHLB AMDV1	1236	447,380.00	1.05%		AG	5/12/26
FHLB AMDY5	1235	446,545.00	1.00%		AG	5/20/26
FHLB AMJN3	1234	447,040.00	1.03%		AG	5/26/26
US Treasury CCF68	1210	446,465.00	0.75%		T	5/31/26
Discover Bank 3N361	1209	237,220.02	3.45%		CD	7/29/26
FHLB ANG95	1227	446,265.00	1.25%		AG	8/24/26
FHLB ANJK7	1229	881,350.00	0.875%		AG	8/25/26
FFCB ENN89	1200	496,585.00	4.87%		AG	9/28/26
FHLB ATBS5	1204	492,915.00	4.00%		AG	9/29/26
FHLMC GX2D5	1205	492,385.00	4.15%		AG	9/29/26
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	9/30/26
FHLB APH40	1226	440,915.00	1.06%		AG	10/21/26
FHLB APLK9	1225	444,085.00	1.28%		AG	10/28/26
FHLB AUN59	1196	500,000.00	5.00%		AG	1/28/27
US Treasury 8Z781	1222	451,875.00	1.50%		T	1/31/27
FHLB AUWR1	1193	500,000.00	5.25%		AG	2/23/27
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	3/29/27
FHLB ARC33	1220	549,798.00	2.30%		AG	3/29/27
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	3/30/27
FHLB AVKD3	1176	500,000.00	5.00%		AG	4/12/27
FHLMC GYBP2	1173	500,000.00	5.13%		AG	4/26/27
FHLB ARUR0	1217	473,410.00	3.20%		AG	5/10/27
FHLMC GYTW2	1168	500,000.00	5.30%		AG	6/14/27
American Express AD582	1214	236,160.15	3.40%		CD	6/29/27
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	6/29/27
FHLMC GXYD0	1212	484,060.00	3.25%		AG	6/30/27
FHLMC GYVX7	1167	500,000.00	5.45%		AG	7/12/27
FHLMC GXN91	1207	686,035.50	4.00%		AG	8/24/27
FFCB ENV23	1198	498,810.00	5.48%		AG	10/25/27
FHLMC GYQL9	1171	500,000.00	5.38%		AG	11/3/27
FFCB EPJ309	1491	250,000.00	5.38%		AG	12/6/27
FHLB AUUA0	1194	500,000.00	5.00%		AG	2/9/28
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	2/14/28
FHLB AUZU1	1192	500,000.00	5.50%		AG	3/8/28
FHLB AVK50	1175	500,000.00	5.00%		AG	4/24/28
FHLB AVQF2	1172	500,000.00	5.00%		AG	4/24/28
FHLB AVLU4	1174	500,000.00	4.85%		AG	4/25/28
FHLBB AW5X4	1170	500,000.00	5.15%		AG	5/24/28
FHLMC GYT77	1169	500,656.25	5.25%		AG	6/5/28
FHLMC GYZ35	1164	498,000.00	5.25%		AG	8/9/28
FHLB AX5W4	1160	300,000.00	5.70%		AG	9/18/28
FFCE EPYE96	1157	500,000.00	5.93%		AG	10/11/28
Morgan Stanley DGT9	1488	243,000.00	5.05%		CD	11/8/28
FHLMC H1LB7	1490	500,291.67	5.25%		AG	12/4/28
FHLB AXXH6	1154	550,000.00	5.00%		AG	12/6/28
FFCB EPU29	1492	500,000.00	5.44%		AG	1/9/29
FHLMC H1RN5	1493	250,473.96	5.25%		AG	2/7/29
FFCB EP6X8	1494	500,000.00	5.37%		AG	4/2/29
FFCB ERCW9	1495	500,000.00	5.63%		AG	4/30/29
FHLB 1AC1	1496	600,088.33	5.30%		AG	5/1/29
FFCB ERFL0	1497	500,000.00	5.52%		AG	5/29/29
FHLMC H1X57	1498	548,181.94	5.00%		AG	6/12/29
FNMA GAUJ8	1499	282,816.19	4.05%		AG	8/28/29
TOTAL INVESTMENTS		38,233,970.58		79.52%		
Cash per Treasurer's Ledger		48,078,139.27		100.00%		
Plus Pending Disbursements		(21,901.75)				
Total Due to All Funds		48,056,237.52				

TREASURER'S MONTHLY REPORT FOR AUGUST 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	14,212,734.45	1,410,240.25	(1,701,951.82)	13,921,022.88
Due from Tre-Road & Bridge	4,381,111.03	371,718.32	(608,895.26)	4,143,934.09
Due from Tre-Human Services	1,066,735.45	6,261.50	(238,757.80)	834,239.15
Due from Tre-Public Health Agency	140,405.66	40,863.92	(153,468.06)	27,801.52
Due from Tre-Conservation Trust	294,797.76	667.84	-	295,465.60
Due from Tre-Bond Fund	10.04	0.02	-	10.06
Due from Tre-Airport	923,083.69	100,049.77	(1,147.66)	1,021,985.80
Due from Tre-Sales Tax	4,839,825.56	14,285.53	(162,415.84)	4,691,695.25
Due from Tre-Land Preservation	1,823,966.28	4,132.06	-	1,828,098.34
Due from Tre-Mosquito	38,924.61	699.13	(15,801.49)	23,822.25
Due from Tre-Sage Grouse	336,217.60	19,099.16	-	355,316.76
Due from Tre-Risk Management	10.04	1,945.68	(1,949.69)	6.03
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	394,848.99	36.50	(378,735.38)	16,150.11
Due from Tre-Sewer	1,489,110.28	160,812.18	(28,300.43)	1,621,622.03
Due from Tre-Water	772,036.53	1,772.54	(68,101.79)	705,707.28
Due from Tre-Solid Waste	430,724.63	204,561.45	(165,187.26)	470,098.82
Due from Tre-Housing Authority	678,877.11	98,181.73	(650,698.06)	126,360.78
Due from Tre-Gunn Sr Housing	213,697.51	409.18	(33,078.28)	181,028.41
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	506,769.96	78,149.90	(584,905.34)	14.52
Due from Tre-Internal Service II	155,816.40	21,990.47	(24.47)	177,782.40
Due from Tre-Insurance Trust	2,186,733.75	153,645.09	-	2,340,378.84
Due from Tre-Local Marketing District	1,255,418.11	2,257.29	(259,008.44)	998,666.96
Due from Tre-Rural Trans Auth	4,210,946.78	14,226.09	(417,900.45)	3,807,272.42
Due from Tre-Public Trustee Agency	19,021.43	-	(5,510.92)	13,510.51
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	32,651.50	(32,651.50)	-
Due from Tre-Health Claims	163,686.44	210,068.24	(231,960.83)	141,793.85
Due from Tre-Landfill Closure	1,311,256.48	14,582.04	-	1,325,838.52
Due from Tre-Landfill Cons Resv	1,724,146.77	48,106.21	-	1,772,252.98
Due from Tre-Payroll Clearing	5,111.27	2,825,090.38	(2,825,090.38)	5,111.27
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	14,042.42	31.81	-	14,074.23
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,275,732.05	3,751,225.06	(3,685,547.21)	1,341,409.90
Due from Tre-Finance Revenue Clearing	196,012.16	2,687,524.42	(151,677.46)	2,731,859.12
Due from Tre-Water Resource	49,299.94	111.69	-	49,411.63
Due from Tre-Workforce Impact Fees	394,903.42	894.62	-	395,798.04
Due from Tre-Living Community	29,505.49	10,048.55	(29,782.18)	9,771.86
COUNTY FUNDS TOTAL	46,131,416.98	12,286,340.12	(12,432,548.00)	45,985,209.10
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	15,653.88	10,604.74	(15,864.42)	10,394.20
Due from Tre-Crested Butte Street/Alley	32,618.68	6,632.03	(33,556.49)	5,694.22
Due from Tre-Gunnison City General	19,933.40	9,572.70	(20,326.44)	9,179.66
Due from Tre-Marble General	2,171.36	1,018.64	(2,187.32)	1,002.68
Due from Tre-Mt Crested Butte General	77,264.20	37,813.55	(79,300.56)	35,777.19
Due from Tre-Pitkin General	514.96	596.25	(523.11)	588.10
CITIES AND TOWNS TOTAL	148,156.48	66,237.91	(151,758.34)	62,636.05
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	674,532.95	863,391.75	(680,176.47)	857,748.23
Due from Tre-Gunn RE1J Bond	284,283.88	97,049.11	(286,976.18)	94,356.81
Due from Tre-Delta 50J General	11,517.96	15,142.07	(11,521.98)	15,138.05
Due from Tre-Delta 50J Bond	452.97	247.18	(452.97)	247.18
Due from Tre-Montrose RE1J General	6,002.42	1,541.83	(6,003.63)	1,540.62
Due from Tre-Montrose RE1J Bond	491.08	46.30	(491.08)	46.30
Due from Tre-Reij 2014 Mill Override	75,362.01	25,792.84	(76,141.16)	25,013.69

SCHOOLS TOTAL	1,052,643.27	1,003,211.08	(1,061,763.47)	994,090.88
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	692.64	770.99	(692.64)	770.99
Due From Tre-Gunn Rising #3	2.73	3.04	(2.73)	3.04
Due From Tre-Gunn Rising #4	2.13	2.37	(2.13)	2.37
Due from Tre-CO River Water CD	18,198.83	8,257.24	(18,516.58)	7,939.49
Due from Tre-Reserve MD2	4,220.90	1,529.57	(4,241.92)	1,508.55
Due from Tre-Mt Crested Butte DDA	44,882.57	10,360.82	(45,193.40)	10,049.99
Due from Tre-Bostwick Park Water CD	22.97	76.61	(24.77)	74.81
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	19,442.89	6,637.45	(19,641.95)	6,438.39
Due from Tre-Mt CB Water/San	44,844.01	23,190.14	(46,136.86)	21,897.29
Due from Tre-East River Regional SD	5,399.90	5,283.45	(5,741.52)	4,941.83
Due from Tre-Cemetery	7,902.20	3,144.50	(8,014.61)	3,032.09
Due from Tre-Gunn Co Metro Rec Dist	35,166.30	15,665.14	(35,787.09)	15,044.35
Due from Tre-N Fork Water CD	193.30	164.96	(193.79)	164.47
Due from Tre-Skyland MD	24,385.10	4,789.98	(24,413.56)	4,761.52
Due from Tre-Upper Gunn Water CD	67,926.86	29,808.68	(69,121.00)	28,614.54
Due from Tre-Crested Butte Fire PD	189,112.93	86,295.93	(192,793.18)	82,615.68
Due from Tre-Gunn Co Fire PD	31,456.88	13,107.48	(31,695.81)	12,868.55
Due from Tre-Carbondale & Rural Fire PD	8,643.26	4,727.19	(8,745.70)	4,624.75
Due from Tre-Ragged Mt Fire PD	854.45	799.33	(858.76)	795.02
Due from Tre-Arrowhead Fire PD	3,006.62	965.86	(3,024.25)	948.23
Due From Tre-Library General Fund	78,896.10	35,783.62	(80,266.58)	34,413.14
Due From Tre-Reserve MD#2 BOND 2016A	12,327.64	4,683.60	(12,387.60)	4,623.64
Due From Tre-North Fork Ambulance Health Service Di	2,264.09	2,103.85	(2,274.16)	2,093.78
Due From Tre-Reserve MD #2 BOND 2016B	1,647.31	596.84	(1,655.52)	588.63
Due From Tre-Reserve MD #2 BOND 2016C	1,463.49	530.41	(1,470.78)	523.12
Due From Tre-Crested Butte Fire PD Bond	59,787.25	27,282.26	(60,950.77)	26,118.74
Due From Tre-Gunn Co Metro Rec North	47,998.80	21,339.39	(48,632.46)	20,705.73
IMPROVEMENT DISTRICTS TOTAL	710,742.15	307,900.70	(722,480.12)	296,162.73
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	671,062.60	726,495.71	(772,901.66)	624,656.65
Due from Tre-Clerk Sales Tax	-	85,785.69	(85,785.69)	-
Due from Tre-SOT	-	338,602.05	(338,602.05)	-
Due from Tre-State Auto	-	330,091.57	(330,091.57)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,480.00	(1,480.00)	-
Due from Tre-Clerk State Registrar	-	222.00	(222.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	812.00	(812.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	108,867.88	(108,867.88)	-
Due from Tre-Treas Deed	1,835.87	750.00	(13.00)	2,572.87
Due from Tre-Unused Remittances	537,456.35	-	(537,337.71)	118.64
Due from Tre-Elected Official Fees Clrg	15,348.42	66,945.13	(62,948.57)	19,344.98
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,297,148.86	1,660,052.03	(2,239,062.13)	718,138.76
GRAND TOTALS	**49,340,107.74**	**15,323,741.84**	**(16,607,612.06)**	**48,056,237.52**

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of August 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Assessor's Report

Action Requested: Other Assessor's Report to CBOE

Parties to the Agreement:

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

Summary:

Assessor's annual report to CBOE of valuations, appeals, and failures to return schedules.

Fiscal Impact:

Submitted by: Alexandra Cohen **Submitter's Email Address:** acohen@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 9/17/2024

Revised April 2015

GUNNISON COUNTY
ASSESSOR'S OFFICE

Kristy McFarland, Gunnison County Assessor
221 N Wisconsin St, Ste A, Gunnison, CO 81230
Phone: (970) 641-1085
assessor@gunnisoncounty.org

September 17, 2024

Gunnison County Board of Equalization
200 E. Virginia Ave.
Gunnison, CO 81230

Board Members,

I hereby submit the following report for the Real and Personal Property 2024 appeal period:

The numbers are as follows:	Real	Adjusted	=	51
		Denied	=	54
		Total	=	**105**
	Personal	Adjusted	=	19
		Denied	=	0
		Total	=	**19**

An abstract of the ***approximate*** assessed value for Gunnison County is as follows:

$ 1,087,800,000. Real property assessed value (including State Assessed)
$ 61,500,000. Personal property assessed value (including State Assessed)

$ 1,149,300,000. Total approximate assessed value

Sincerely,

Kristy McFarland
Gunnison County Assessor

2024 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER NAME	DECISION	NOV VALUE	NOD VALUE	CHANGE
202400003	R030073	CAREY COLORADO LLC	Adjust	2421030	2363330	-57700
202400004	R042717	PEARSE ROBIN	Adjust	539600	458660	-80940
202400006	R014005	SCOTT FAMILY LIVING TRUST	Adjust	16000	12800	-3200
202400007	R007357	BRIGGS BARBARA J	Adjust	1272270	1051600	-220670
202400009	R072962	KAISER THERESA L	Deny	1562130	1562130	0
202400010	R030972	VALENTINE ROBERT R	Deny	3907900	3907900	0
202400012	R011390	BAXTER BONNIE	Deny	35400	35400	0
202400016	R028030	BAXTER BONNIE	Deny	35470	35470	0
202400017	R011361	BAXTER BONNIE	Adjust	66300	22800	-43500
202400019	R007698	DODD MYRNA L	Adjust	1412070	710640	-701430
202400020	R040491	HAVER FLETCHER W LLC	Deny	755310	755310	0
202400022	R005379	BIDDISCOMBE WADE LISA	Deny	3479970	3479970	0
202400025	R043418	LEONARD TRACY A	Deny	199200	199200	0
202400026	R043419	LEONARD TRACY A	Deny	199200	199200	0
202400027	R043420	LEONARD TRACY A	Deny	199200	199200	0
202400029	R007683	BONHAM TOBY S TRUST	Adjust	1817570	1471280	-346290
202400030	R004929	RUSSELL MATTHEW DAVID	Adjust	393840	213330	-180510
202400031	R030265	O NEAL REVOCABLE LIVING TRUST	Deny	2267660	2267660	0
202400034	R040938	BILOW NATHAN	Adjust	2485330	2239580	-245750
202400036	R041096	BETSY 9 GROUP LLC	Deny	6166270	6166270	0
202400038	R030680	MACMILLAN JASON R	Adjust	787150	730800	-56350
202400039	R032276	WESTLING JEFF	Adjust	301980	281130	-20850
202400040	R031257	VIERLING KEVIN M	Adjust	425040	403790	-21250
202400043	R045174	PRIEST ZOE	Deny	823810	823810	0
202400045	R012817	BRUNO EMILY G REVOCABLE TRUST	Deny	3264990	3264990	0
202400046	R013179	FAHRLANDER MICHAEL W	Adjust	943730	742380	-201350
202400047	R044368	FAHRLANDER MICHAEL W	Adjust	1247240	1197550	-49690
202400050	R043580	HEISENBERG D FAMILY TRUST	Deny	2199460	2199460	0
202400051	R042666	STILL FAMILY TRUST	Adjust	322000	257600	-64400
202400053	R005579	KEATING BRADLEY STEPHEN	Deny	961840	961840	0
202400054	R009105	WENTZ FRANCIS R AND ELLEN E REVOCABLE TRUST	Deny	72930	72930	0
202400055	R042021	BROWN RESIDENCE TRUST	Deny	5305710	5305710	0
202400056	R042022	KOKANEE REALTY LLC	Deny	946840	946840	0
202400057	R043144	SMITH MATTHEW T	Deny	281700	281700	0
202400058	R016122	SHORT STUART R	Adjust	2681880	1861500	-820380
202400059	R031267	FURIMSKY BENJAMIN	Deny	480900	480900	0

APPEAL NO	ACCOUNT NO	OWNER NAME	DECISION	NOV VALUE	NOD VALUE	CHANGE
202400061	R072186	BLOMQUIST A JOHN JR & BLOMQUIST JUDITH E REVOCABLE TRUST	Deny	159390	159390	0
202400062	R008751	PFEIFER RONALD	Deny	470330	470330	0
202400063	R010267	PFEIFER RONALD D	Deny	342990	342990	0
202400065	R016181	GUTHRIE TOMMY E	Adjust	633190	520240	-112950
202400068	R005814	BAKER AUDREY I LIVING TRUST	Deny	622890	622890	0
202400069	R007556	MCLOUGHLIN J BENJAMIN	Adjust	198890	103420	-95470
202400070	R042689	BETSY 9 GROUP LLC	Deny	746840	746840	0
202400072	R042690	B9 BUCKHORN LLC	Deny	746840	746840	0
202400074	R044080	319 LARKSPUR LLC	Deny	2033310	2033310	0
202400076	R016664	WALKER JULIE	Adjust	880130	670060	-210070
202400077	R071698	VASQUEZ HECTOR	Deny	676410	676410	0
202400078	R042590	DISHMON ERIC	Adjust	1807830	1556840	-250990
202400080	R074369	SMITH AARON M	Deny	862130	862130	0
202400081	R074448	DORSETT 4 HOLDINGS LLC	Adjust	991460	940360	-51100
202400082	R012933	CHUB LLC	Adjust	113430	25930	-87500
202400083	R009263	FORSHAGEN REVOCABLE TRUST	Deny	3205100	3205100	0
202400085	R071300	GFRL TRUST	Deny	3225000	3225000	0
202400086	R025224	B DOUBLE T RANCH LLC	Adjust	161460	6800	-154660
202400087	R042028	MOUNTFORD PROPERTIES LLC	Adjust	4765200	5004300	239100
202400088	R006152	HARWOOD INTERNATIONAL INC	Deny	1045570	1045570	0
202400089	R030210	ZUNI III TRUST A TRUST	Deny	1007380	1007380	0
202400090	R031527	CB HUUS LLC	Adjust	7050750	6616950	-433800
202400091	R031529	BARBIER MUELLER J GABRIEL	Adjust	1007380	665160	-342220
202400092	R031741	SCIORTINO WARREN ANTHONY III	Adjust	240120	211650	-28470
202400093	R026689	701 TEOCALLI LLC	Deny	1910690	1910690	0
202400094	R042279	HESTER NELLIE M	Deny	896700	896700	0
202400095	R043641	MURFEE MOLLY K	Adjust	213040	202390	-10650
202400096	R003439	LUTIN FLOR	Deny	1347590	1347590	0
202400097	R033184	TAECO LLC	Adjust	283550	255110	-28440
202400098	R033630	TAECO LLC	Adjust	63720	22530	-41190
202400099	R043142	WURTZ MICHAEL EUGENE	Deny	939960	939960	0
202400101	R009675	RAYMOND ANDREW CARL	Deny	155330	155330	0
202400102	R040098	HAEDT DAVID K	Deny	688680	688680	0
202400103	R043203	RICE RODNEY S	Adjust	1711200	1555640	-155560
202400104	R040495	ZOLA NATHANIEL	Deny	2255680	2255680	0
202400105	R006293	BPK TRUST	Deny	777930	777930	0

2024 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER NAME	DECISION	NOV VALUE	NOD VALUE	CHANGE
202400106	R044533	CHEN ALICE R	Deny	429980	429980	0
202400107	R003372	RUNGE JANNETTE L	Deny	1787740	1787740	0
202400108	R042291	ODONNELL TOBIN S	Deny	896700	896700	0
202400109	R030724	WATTS BRIAN	Adjust	1653380	1415600	-237780
202400110	R008007	WINDSCHEFFEL JEREMIAH	Adjust	860020	822780	-37240
202400111	R007530	DODD DAVID N	Adjust	25500	13260	-12240
202400112	R013360	STITT EDWARD J	Adjust	1916970	1595740	-321230
202400113	R011787	KELLEY MICHAEL A	Adjust	7520	7160	-360
202400114	R073616	METCALF ARTHUR H	Adjust	795480	639630	-155850
202400115	R005555	LCM LIVING TRUST	Adjust	572960	464100	-108860
202400116	R043689	719 PROSPECT CB LLC	Deny	4435760	4435760	0
202400117	R042811	445 COUNTY ROAD LLC	Deny	293000	293000	0
202400118	R040008	ROCKING B RETREAT LLC	Deny	1685310	1685310	0
202400119	R012601	SOUTH GOTHIC ECOLOGICAL	Adjust	86160	1220	-84940
202400120	R072123	ST ANDREWS LLC	Deny	2726360	2726360	0
202400121	R004933	COLORADO CHALET LLC	Adjust	779020	588760	-190260
202400123	R004971	HARPER GEORGE DODSON	Deny	1925190	1925190	0
202400124	R071453	GOODRICH BRUCE L AND VIRGINIA L TRUST	Deny	803720	803720	0
202400125	R005113	17 TREASURY RD CRESTED BUTTE LLC	Adjust	865580	721320	-144260
202400126	R074443	SILVERSTEIN BRETT	Adjust	846530	803200	-43330
202400127	R043581	LAGAP HOLDINGS LTD	Deny	2199460	2199460	0
202400128	R025028	MILLER MARK GREGORY	Deny	806870	806870	0
202400129	R032362	HAMILTON MARVIN C JR	Deny	555850	555850	0
202400130	R031365	STERNER GEORGE A	Adjust	739510	673780	-65730
202400131	R071753	BUTTE AND THIRD LTD	Adjust	2532130	2288200	-243930
202400133	R027197	FORCE PATRICK	Adjust	1170630	632650	-537980
202400134	R013657	KNIGHT MICHELINE	Adjust	52160	21670	-30490
202400135	R013618	LITTLE DARLING MINES	Adjust	164670	68420	-96250
202400136	R028038	LITTLE DARLING MINES	Adjust	48390	20110	-28280
202400137	R005036	JENNINGS JAMES K III	Deny	1638980	1638980	0
202400138	N000010	COLORADO STONE QUARRIES	Adjust	1599390	1782900	183510
202400139	N000011	ROZMAN JOHN L JR	Adjust	52460	37550	-14910
202400140	P052574	GUNNISON ENERGY LLC	Adjust	359750	333410	-26340
202400141	P052575	GUNNISON ENERGY LLC	Adjust	359750	333410	-26340
202400142	P052576	GUNNISON ENERGY LLC	Adjust	89940	83350	-6590
202400143	P052577	GUNNISON ENERGY LLC	Adjust	89940	83350	-6590

2024 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER NAME	DECISION	NOV VALUE	NOD VALUE	CHANGE
202400144	P073326	GUNNISON ENERGY LLC	Adjust	584670	539460	-45210
202400145	P073327	GUNNISON ENERGY LLC	Adjust	108080	95480	-12600
202400146	P073328	GUNNISON ENERGY LLC	Adjust	1224330	1199140	-25190
202400147	P073329	GUNNISON ENERGY LLC	Adjust	408110	399710	-8400
202400149	P074387	GUNNISON ENERGY LLC	Adjust	818100	641140	-176960
202400150	P073335	SG INTERESTS I LTD	Adjust	298340	293170	-5170
202400151	P073336	SG INTERESTS I LTD	Adjust	993140	958410	-34730
202400152	P073337	SG INTERESTS I LTD	Adjust	212170	196940	-15230
202400153	P073708	SG INTERESTS I LTD	Adjust	8105120	7270230	-834890
202400154	P053580	DIVIDE CREEK GATHERING SYSTEM LLC	Adjust	4220760	4132050	-88710
202400155	P053581	DIVIDE CREEK GATHERING SYSTEM LLC	Adjust	3029850	2966170	-63680
202400156	P070447	DIVIDE CREEK GATHERING SYSTEM LLC	Adjust	1812650	1774550	-38100
202400157	P073332	SG INTERESTS I LTD	Adjust	80770	79070	-1700
202400158	P073333	SG INTERESTS I LTD	Adjust	45430	44480	-950
202400159	P073334	SG INTERESTS I LTD	Adjust	149170	146580	-2590
202400160	R042445	CHETTLE JESSE L	Adjust	156900	141960	-14940

2024 Real Property Assessed Values

Abstract Code	Assessed Value
0100	155,105,450
0200	9,408,850
0300	3,475,570
0400	11,335,430
0510	240,360
0520	3,840,610
0530	2,268,960
0540	7,610,490
0550	11,689,480
0560	3,907,460
1020	200
1112	113,518,480
1113	1,772,790
1115	3,304,600
1120	576,330
1125	371,800
1135	565,010
1140	869,410
1177	3,239,840
1210	4,340
1212	419,163,460
1213	20,750
1215	11,057,500
1220	2,121,630
1225	1,600,590
1230	97,991,710
1235	1,002,830
1240	119,950
1277	21,609,280
1278	22,490
2020	155,470
2022	1,162,360
2023	38,110
2112	9,441,630
2115	6,591,720
2120	3,515,580
2125	3,843,090
2130	12,090,520
2135	8,519,840
2140	2,530,050
2212	14,231,060

Abstract Code	Assessed Value
2215	17,897,060
2220	5,057,020
2225	1,312,260
2230	17,211,600
2231	1,131,720
2235	7,717,900
2240	5,854,070
2245	30,790,380
3112	697,650
3115	1,280,380
3212	624,430
3215	1,429,130
3230	764,020
4020	28,130
4137	4,260,400
4147	2,884,270
4167	10,180
4177	12,760
4180	58,660
4277	11,058,970
4278	54,720
4279	3,662,110
4280	48,330
5110	10,865,710
5120	783,050
5140	1,690,790
5170	212,180
5210	3,425,210
5220	112,460
5240	929,680
7110	15,900
7130	4,469,840
8252	36,240
8299	1,438,070

2024 Personal Property Assessed Values

Abstract Code	Assessed Value
1410	18,940
2410	17,301,110
2412	863,170
2415	12,750
3410	390,110
5410	15,886,390
5420	2,939,740
5440	466,280
7430	907,250
7460	6,018,050
8452	103,160
8499	16,547,830

Abstract Code	Assessed Value
1410	$18,940
2410	$17,301,110
2412	$863,170
2415	$12,750
3410	$390,110
5410	$15,886,390
5420	$2,939,740
5440	$466,280
7430	$8,410
7460	$6,018,050
Grand Total	**$43,904,950**

2024 Failure to Report Personal Property

ACCOUNTNO	OWNER
P071352	200 SOPRIS LLC
P072685	330 BELLEVIEW LLC
P072684	330 BELLEVIEW LLC
P072448	330 BELLEVIEW LLC
P072449	330 BELLEVIEW LLC
P000489	AEG COLORADO LLC
P071051	ALPHA MECHANICAL SOLUTIONS LLC
P011083	BIRDSEY ENTERPRISES LLC
P071237	CB MOTORSPORTS
P051658	CHRISTOPHER KLEIN CONSTRUCTION INC
P072781	COAL CREEK DISTILLERY
P073964	COLORADO ADVENTURES RENTALS LLC
P073965	COLORADO ADVENTURES RENTALS LLC
P052494	CONCRETE SYSTEMS INC
P072681	CRESTED BUTTE CLUB LLC
P002565	CRESTED BUTTE CLUB LLC
P027857	ELK PRIME FBF HOLDINGS LLC
P006787	GUNNISON GOLF CLUB INC
P074348	HAVERKAMPF ANDREW
P071639	HIGH ALPINE BREWING
P072351	ICE HOUSE LLC
P027970	KAIZEN AUTO CARE LLC
P070841	MOORESTEAD PROPERTIES LLC
P006810	MOUNTAIN LEGACY VETERINARY CENTER
P015791	OXBOW MINING LLC
P051667	PITAS IN PARADISE
P073581	PITAS IN PARADISE
P072426	RIVERS EDGE PROPERTY LLC
P072683	SCARP RIDGE LLC
P072429	SCARP RIDGE LLC
P070465	SIEGRIST ROXANNE
P006778	TAYLOR RIVER CANYON LLC
P073008	THE DIVVY
P071593	TWO KINDS OF SPURS LLC
P027061	TWOFOURTEEN LLC
P026480	UDEV PROPERTIES LLC
P006776	WAUNITA HOT SPRINGS RANCH INC
P027478	WOOD PRODUCT SIGNS RECYCLE PLUS, INC.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: West Central Public Health Partnership and Plan

Action Requested: Other Include in Board of Health meeting

Parties to the Agreement:

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

Summary:

Update for the Board of Health on the WCPHP and the Public Health Improvement Plan

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 9/17/2024

Revised April 2015

West Central Public Health Partnership: Update on the Public Health Improvement Plan

Board of Health Presentation: September 17th, 2024

Margaret Wacker, Community Health Manager
Erika Stoerkel, Regional Health Services Supervisor

wcphp

West Central Public Health Partnership

(WCPHP)

West Central Colorado | Region 10

Delta, Hinsdale, Montrose, Ouray, Gunnison, and San Miguel county

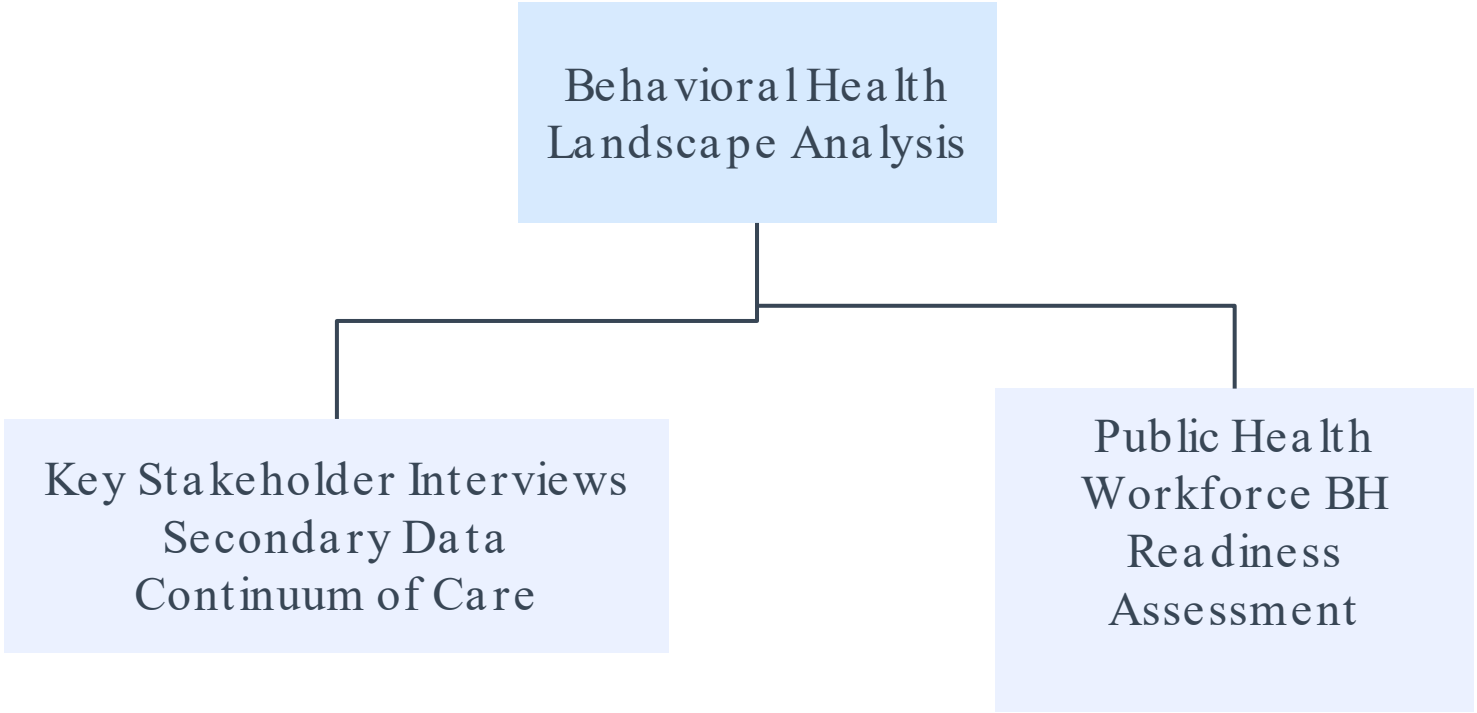
West Central Public Health Partnership:

Current Projects and Efforts:

1) Public Health Improvement Plan Implementation:
    a) Behavioral and Mental Health
    b) Capacity Building for West Central Public Health Partnership
1) Regional Tobacco Prevention and Education Project (STEPP)
2) Regional Child Fatality Prevention
3) New Women, Infants, and Children (WIC) regional shared services
4) Grant-writing for building behavioral health resources for LPHAs

wcphp

WCPHP Public Health Improvement Plan



WCPHP Landscape Analysis

Preliminary Findings

wcphp

Regional Landscape Analysis Interviewees

01

Becky Ela

Delta Health
Social Worker

02

Dan Panzarella

Delta Health
Behavioral Health Coordinator

03

Dayna DeHerrera -Smith

Porch Light Health
Director of Community Engagement & Development

04

Haley Leonard -Saunders

Axis Health System
Director of Communications

05

Jamie Hurst

Tri-County Health Network
Education & Awareness Programs Administrator

06

Jennifer Birnie

Gunnison Valley Health
Vice President of Community Health & Development

Common Themes

Interview responses were analyzed for behavioral health landscape strengths, weaknesses, opportunities, and threats (SWOT). Commonalities across were identified and compiled into an integrated SWOT analysis.

SWOT Analysis

Strengths: Overall the region has enhanced training, outreach, and service delivery for behavioral health.

Weaknesses: Weaknesses include financial sustainability challenges, staffing shortages, communication gaps with public health agencies, and administrative burdens.

Opportunities: Public health agencies to can help engage in stigma reduction and awareness campaigns as well as advocate for strategic investments in behavioral health services, legislative oversight, and policy improvements

Threats: Threats include financial constraints, geographic barriers, and regulatory issues impacting billing and compliance.

Common Themes

	Strengths	Weaknesses	Opportunities	Threats
Theme 1	Integration of behavioral health services	Resource Gaps	Public health collaboration on communication plans	Financial and funding constraints
Theme 2	Community engagement and outreach	Staffing and workforce challenges	Advocacy and policy initiatives	Service accessibility issues
Theme 3	Training and education initiatives	Limited communication with public health agencies	Enhance community-centered approaches	External environmental factors (business closures, economy, seasonal workforce, etc)
Theme 4	Innovative service delivery models	Administrative burdens	Increase utilization of new tech (such as AI)	Regulatory and compliance challenges

Region 10 Landscape Analysis

Additional details to consider

Vulnerable populations, as identified by interviewees:

- Youth
- Men ages 30-50
- Mountain town seasonal workers

Region 10 Secondary Data

Youth Mental Health

On average, **23.6%** of high school youth **most of the time or always had poor mental health** during the past month (HKCS 2023).

Substance Use- Adults

16.3% of adults reported binge drinking on one or more of the past 30 days. (COHID)

Substance Use- Teens

In 2023, 27.8% of students surveyed in the HKCS had at least one drink of alcohol on one or more of the past 30 days (HKCS 2023)

Substance Use- Teens

In 2023, 20.0% of middle and high school students binge drank (4+ drinks with a couple of hours) on one or more of the past 30 days. This is an increase from 16.8% in 2021. (HKCS 2023).

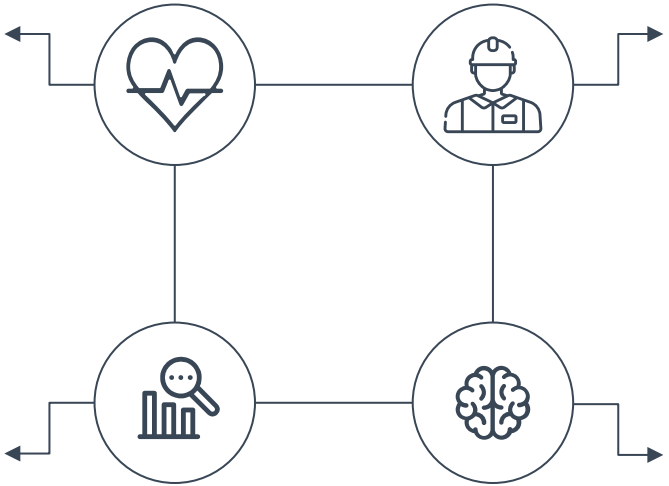
Region 10 Secondary Data

Overdose Data

In 2022, there were 27 drug overdose deaths among residents aged 25-64 years old (COHID)

Suicide Data

In 2022, Region 10 had 27 suicides. Of the 27 suicides, 7 individuals (26%) worked in the construction industry (COHID)



Health Equity

The HKCS results consistently illuminate disparities in health outcomes for some youth of color and LGBTQ+ youth. (HKCS 2023)

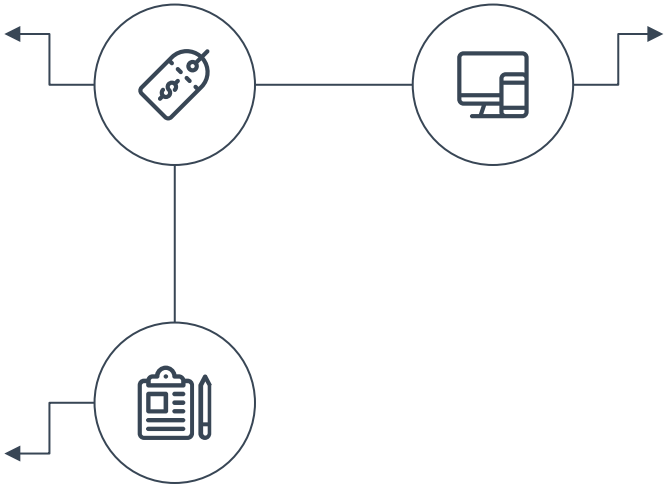
Adult Mental Health

In 2022, 64.3% of the suicide cases in Region 10 had a current diagnosis of a mental health problem, (State of CO 55.7%). 46.4% of the cases had a crisis 2 weeks prior to death (State of CO 43.3%) (COHID)

Region 10 Secondary Data

Access to Care

11.5% of individuals needed mental health care but did not receive it - 46.5% said it was due to not being able to get an appointment and 71.9% said it was due to cost (CHI)



Internet

In Region 10, 9.9% of households do not have broadband internet service (state average is 4.7%) (CHI)

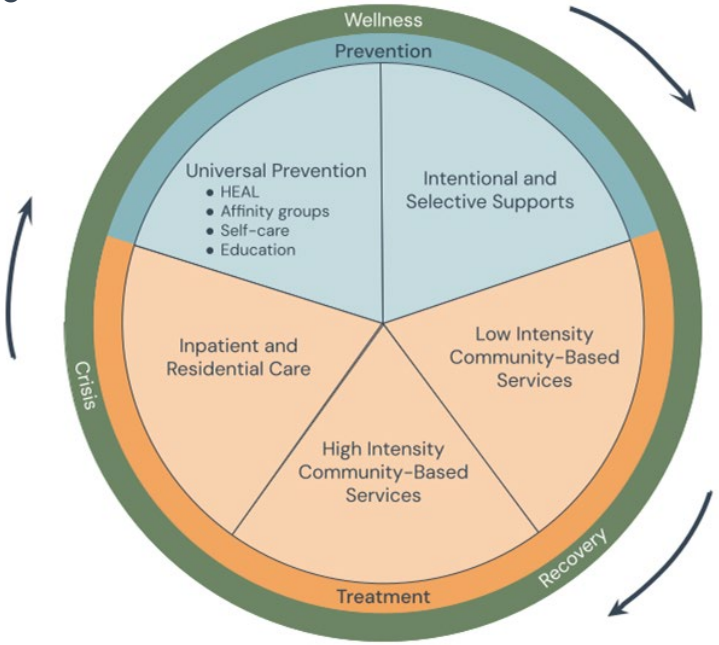
Insurance Coverage

In Region 10, 42.3% of individuals have Medicaid/Child Health Plan Plus insurance coverage, compared to the state average of 30.1% (CHI)

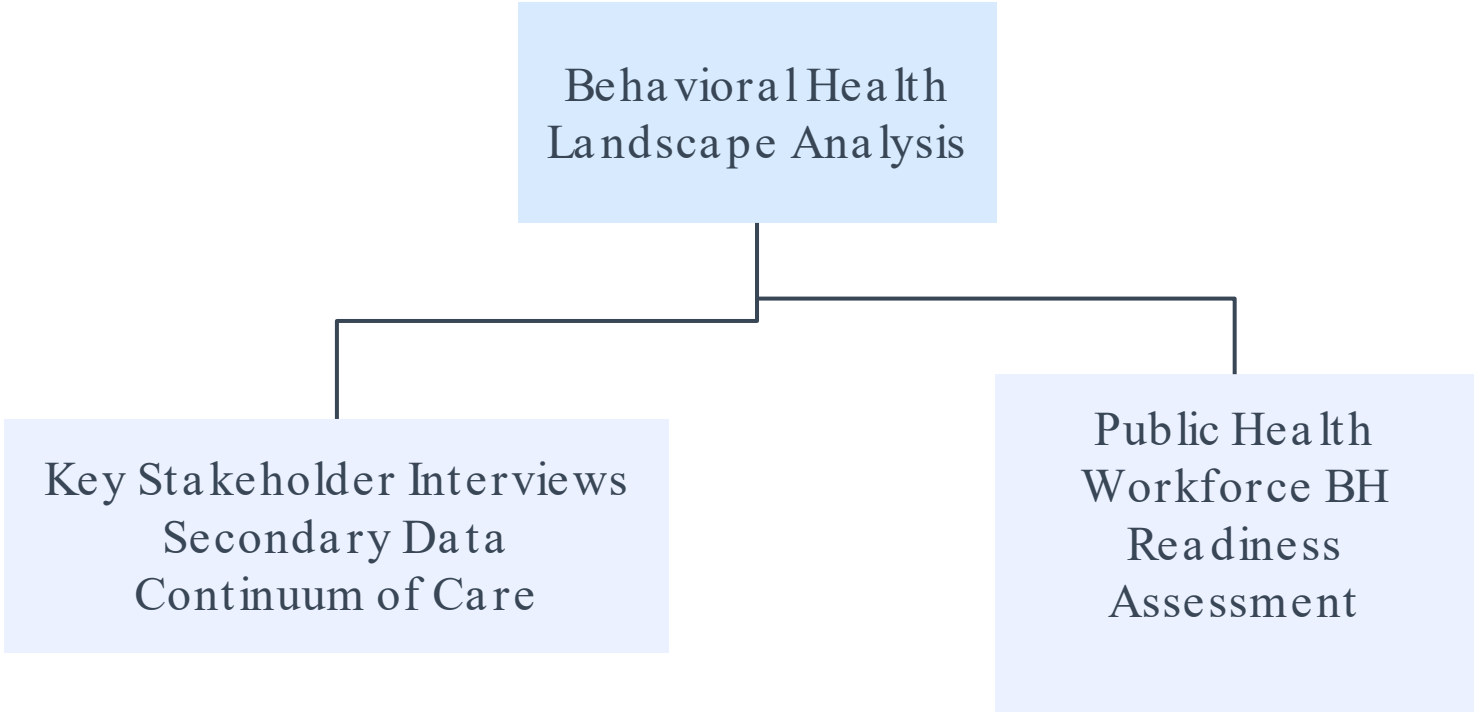
Region 10 Continuum of Care

(link to the Continuum of Care list - draft)

Idea: Map out resources in Region 10 that address the following levels of care



WCPHP Public Health Improvement Plan



Public Health Workforce BH Readiness Assessment *(link)*

Plan: Survey public health individuals who interact face-to-face with the community and might make referrals to other services

- Examples: front desk staff, nurses, navigators, outreach specialists etc.

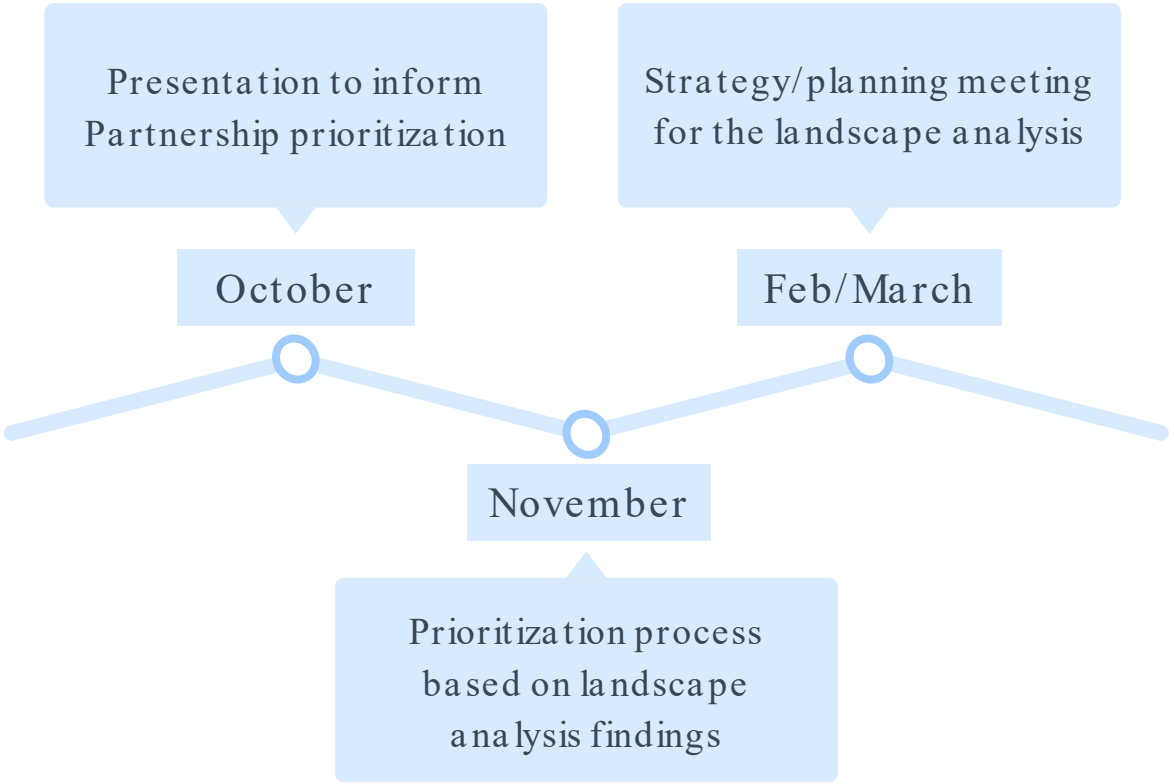
Timeline: Distribute in September, report in October

Capacity Building Efforts

- Hiring of Capacity Coordinator
- CDC Public Health Infrastructure Grant
- Trainings: Cultural Humility, Behavioral Health 101, Resiliency Skills
- Next steps, increase in communications, increasing flexible funding for LPHAs and increasing policy capacity (example STEPP funding)

Timeline

We are here: staff readiness assessment prep, data gathering



Thank you

Do you have any questions?

Margaret Wacker mwacker@gunnisoncounty.org
Erika Stoerkel, estoerkel@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Recognize, acknowledge, and address through research, education, advocacy, and resources persons who have lost someone to suicide or who struggle. Promote awareness, develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 9/12//24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 9/17/2024

Revised April 2015

P R O C L A M A T I O N

Suicide Prevention Awareness Month
in the County of Gunnison, Colorado
September 2024

WHEREAS, September 2024 has been designated "Suicide Prevention Awareness Month" by the National Alliance on Mental Illness (NAMI); and

WHEREAS, September 10, 2024 has been designated "World Suicide Prevention Day", which is recognized internationally and supported by the World Health Organization; and

WHEREAS, suicide is a national and statewide public health problem, and suicide prevention is a national and statewide responsibility; and

WHEREAS, the National Alliance on Mental Illness (NAMI) reports that:

- Suicide is the 12th leading cause of death in the United States, the 2nd leading cause of death among children and teens ages 10-14 and the 3rd leading cause of death among people aged 15-24; and
- Over 90% of the people who die by suicide have experienced symptoms of a diagnosable and treatable mental health condition, although often that condition was not recognized or treated.

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that suicide rates increased 37% between 2000-2018, decreased 5% between 2018 and 2020, and returned to their peak rate in 2022; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports the following additional statistics for the year 2022:

- 49,000 people died (one death every 11 minutes) in the United States by suicide; and
- An estimated 1.6 million adults attempted suicide; and
- Suicide was the 8th leading cause of death in Colorado; and
- Colorado had the 12th highest suicide rating in the United States, equivalent to 1,293 suicide deaths in the state.

WHEREAS, organizations such as the Community Health Coalition of the Gunnison Valley are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

- Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority; and
- Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities; and
- Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities; and
- Fund new suicide research to support culturally-informed and evidence-based mental health care and services; and
- Encourage initiatives based on the goals contained in the Colorado-National Collaborative for Suicide Prevention; and
- Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition; and
- Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs; and
- Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado by virtue of the authority vested in us by the State of Colorado do hereby proclaim:

Suicide Prevention Awareness Month
in the County of Gunnison, Colorado
September 2024

INTRODUCED and approved this 17th day of September, 2024 by the Board of County Commissioners of Gunnison County, Colorado.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Attest:

_____
Jonathan Houck, Chairperson

_____
Holly Perry, Deputy
County Clerk

_____
Elizabeth Smith, Commissioner

_____
Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Board and Commission Interview; Hi

Action Requested:

Parties to the Agreement:

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

Summary:

Historic Preservation Committee Board Appointment; Zoe Keith

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 9/17/2024

Revised April 2015

From: Zoe Keith
To: BOCC
Subject: Historic Preservation Commission Board Application
Date: Friday, August 23, 2024 5:31:59 PM

[EXTERNAL SENDER - USE CAUTION]

To the Gunnison County Commissioners,

My name is Zoe Keith and I have lived in the valley for three years pursuing a degree in history and anthropology at Western. Additionally, I have been a student intern for the Gunnison County Historic Preservation Commision this summer. I write today in order to submit my application to become a board member of the Historic Preservation Commission. There has been a recent resignation within the commission as well as a couple of unfilled roles. I wish to become a part of the board to better serve my community and history itself.

I have been pursuing a career in historic preservation since I began my schooling at Western, through my classes on cultural resource management and public history. This includes legal writing, oral history interviews, and working as an intern for the commission. These classes have encouraged me to protect regional heritage and the history of the Gunnison Valley.

Thank you for considering my application. I am enthusiastic about the opportunity to serve on the Historic Preservation Commission and to help ensure that Gunnison Valley's history is preserved for future generations.

Best,
Zoe Keith
zoe.keith@western.edu
(720) 471-9709

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: •Gunnison County Boards and Commissions Appointme

Action Requested:

Parties to the Agreement:

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

Summary:

Appointment to the Historic Preservation Committee Board; David Russell

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/11/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 9/17/2024

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, July 17, 2024 2:20:52 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Historic Preservation Commission
First and Last Name	David Russell
Address	PO Box 2563
City	Crested Butte
Phone	303-709-6551
Email Address	drenwickr@msn.com
Why would you like to serve on this Board or Commission?	I am re-upping to serve a second term, effective immediately.
Additional Comments	Thanks!

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Executive Session, pursuant to C.R.S. sec. 24-6-40

Action Requested:

Parties to the Agreement:

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

Summary:

Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Ski Town Village mobile home park in Gunnison County.

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 9/12/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 9/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/13/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 60 minutes

Agenda Date: 9/17/2024

Revised April 2015

GUNNISON COUNTY

Cathie Pagano, Assistant County Manager

Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development

To: Board of County Commissioners, County Manager, County Attorney

Date: September 13, 2024

Re: Ski Town Village (Country Meadows Mobile Home Park) Update

The purpose of this memo is to provide an update on recent developments related to the Country Meadows Mobile Home Park (aka Ski Town Village). On August 29th, County staff including Cathie Pagano, Joni Reynolds, Matt Hoyt, and Robyn Zimmerman met with residents and representatives of Country Meadows including Liz McGee, Callie (resident and ONE Board Treasurer), Attorney Will Edwards, Loren Ahonen, Erica Madison (Impact Development Fund) and Ross Valdez (Impact Development Fund).

The residents of the park are still determining whether to make an offer to purchase the park. According to the representatives the residents have until October 21st to exercise their right to make an offer to purchase. The residents indicated that they may be working with Thistle ROC to develop a resident owned community (ROC) organization to be able to purchase the park. A ROC may apply to Impact Development Fund for a loan for the park acquisition. IDF staff requested that the County work with them and the residents to develop a plan for compliance with the outstanding infrastructure violations. They would like the opportunity for residents to build up capital and address the infrastructure violations with a "generous" timeline.

At the August 29th meeting the Country Meadows representatives advocated for stabilizing the community and mitigating the known infrastructure issues. Park representatives also asked if the County would be willing to help them pay for a capital needs assessment of the infrastructure in the Park. Thistle ROC and Proposition 123 funding applications require a capital needs assessment be completed within the past twelve months.

Colorado Mobile Home Park Oversight Program

On September 11, 2024, staff from Mobile Home Park Oversight Program notified the County that they had filed a lien against the park owner in the amount of $23,500 for the penalties associated with the violations at the park.

Staff also reached out to the Colorado Division of Local Affairs, the Colorado Division of Housing, and the Office of Economic Development and International Trade to request information and guidance on possible funding opportunities through the State. The only program for which Country Meadows may be

eligible is Proposition 123 (Prop 123). There are significant challenges for residents of mobile home parks to access and be eligible for the Prop 123 funding. There appear to be four funding cycles per year for Prop 123. Decisions take approximately four months. Staff finds that the structure and timing of Prop 123 funds will make it nearly impossible for any residents of any mobile home communities trying to buy their park to be successful. It is highly unlikely that residents would be organized with the application materials required and a ROC in place when a park is placed on the market and at the same time an application window for Prop 123 funds is open. In order to APPLY for Prop 123 funding the following items must be completed:

- Capital Needs Assessment within last 12 months
- Formation of Resident Owned Community (ROC) or partnership with nonprofit partner to submit application.
- Rent roll of all residents, how many people live in each unit, and income of each unit. If a tenant refuses to disclose their income funding cannot be awarded for that lot. 100% AMI maximum allowed.
- A "meaningful" local match is desired. DOH wants to provide gap financing and wants applicants to maximize other resources first.
- Application period is 2-3 times per year and funds cannot be applied for retroactively. The funding process and award notifications take up to four months. The residents have 120 days to make an offer on a park, so on Day 1 of a park going up for sale the residents would need to be aligned with an application opening and have all of the above items completed to submit an application.
- Demonstrated partnership or capacity for property management experience in place.
- The application needs to include biographies for the property manager, maintenance staff, and the Board.
- An appraisal and Phase I Environmental Assessment.
- A deed restriction on the property is required and restricts residents and future sales to 100% AMI.

County staff met with Colorado Housing and Finance Authority (CHFA)and provided an overview of the challenges at Country Meadows. CHFA does not have additional funding for park acquisition but may be able to award funds for a capital needs assessment. As of the writing of this memo, CHFA staff was still discussing internal options and said they would respond to the County as soon as they have more information.

Philanthropic Funding

Staff has coordinated with the Community Foundation of the Gunnison Valley to include Country Meadows on the housing tour for Colorado Rural Philanthropy Days in early October. This is an opportunity to connect with large philanthropic organizations in the State (Colorado Health Foundation, El Pomar, Gates Family Foundation) and connect them to the residents of Country Meadows.

Staff reached out to Colorado Health Foundation and the Gates Family Foundation to inquire about potential funding opportunities to support Country Meadows. Colorado Health Foundation responded

that they direct their funding to ROC USA and do not fund individual parks. Tom Gougeon, Executive Director of the Gates Family Foundation responded with a suggestion of several organizations that have some experience with mobile home park acquisition including: Elevation Community Land Trust, Sharing Connexion, and ROC USA (the residents have already reached out to Thistle ROC). Staff reached out to Elevation Community Land Trust and Sharing Connexion for recommendations and ideas. Staff has scheduled time to talk with the Executive Director of Sharing Connexion.

There are incredible systemic challenges that make it very difficult to access funding for the residents to purchase the park. Staff has not identified any clear funding opportunities or easy solutions that address the needs of residents. Staff seeks direction from the Board of County Commissioners. Staff recommends that the BOCC consider the following actions:

- Does the BOCC authorize the County to continue to address potential regulatory issues at the park through the various available processes, remaining mindful of the multiple issues addressed in this memo and elsewhere??
- BOCC authorize staff to work with IDF and residents to develop possible plan for compliance with outstanding violations if the residents are able to purchase the Park.
- BOCC consider advocating for changes to Prop 123 to enable more opportunity for mobile home park residents to access funding. The State should implement realistic timeframes and submittal documents. The application is challenging for experienced staff—it may be nearly impossible for a lay person. Staff recommends that a portion of the Prop 123 funding be set aside specifically for mobile home parks and that applications be rolling and be reviewed on a compressed time frame to align with the statutory timeline limitations for residents to make an offer to purchase a park.
- Residents may want to consider the following:
    - Submitting detailed list of complaints to State Mobile Home Park Oversight Program that address issues of each unit
    - Put the structure of a ROC in place to be prepared to apply for possible funding opportunities
    - Request funding for a capital needs assessment through CHFA or a private donor
    - Outreach to Valley Housing Fund as nonprofit partner for funding applications (Lauren Koelliker was out of office at the time of writing this memo).