

# Table of Contents

1 Agenda 10-1-2024	4
2 September 17, 2024 Minutes	6
1 Agenda Item - DRAFT BOCC Minutes 9_17_24 Completed Form	6
2 20240917mn	7
2.1 September 17, 2024	7
2.2 Chairperson Statement Regarding Executive Session	10
3 Schedule	13
1 Board of County Commissioners	13
1.1 1. Elected Officials and Managers Dinner and Meeting	13
1.2 2. BOCC Regular Meeting	13
1.3 3. Mayors & Managers Meeting - Hosted by Gunnison County	13
1.4 4. BOCC Work Session	13
1.5 5. Joint Public Hearing for LUC-22-00049	13
1.6 6. BOCC Regular Meeting	13
1.7 7. BOCC Work Session	13
2 County Board of Equalization	13
2.1 1. 2024 CBOE Petitioner Hearings	13
3 Gunnison-Hinsdale Board of Human Services	13
3.1 1. Gunnison-Hinsdale Board of Human Services Meeting	13
4.1 Resolution; Removal and Sale of Abandoned Snowmobiles	14
1 Agenda Item - Abandoned Property Policy Resolution Completed Form	14
2 Resolution - Removal of Abandoned Snowmobiles9.20.24	15
3 Resolution 2019-21	17
4.2 Ack of CM Sig; PSA Pioneer Development Company	19
1 Agenda Item - Ack of CM Sig; PSA; Pioneer Development Co Completed Form	19
2 SIGNED PSA Pioneer Development Company	20
2.1 Gunnison Signature Page_9_16_24	31
2.2 Gunnison_PDC_PSA	20
4.3 Ack; OL#4 CSBG-24-026	38
1 Agenda Item - Ack; CSBG 24-026 OL#4 Completed Form	38
2 CSBG 24-026 OL #4	39
3 CSBG 24-026 Option Letter #3	41
4 CSBG 24-026 Option Letter #2	43
4.1 CSBG 24-026 OL#2	43
5 2024-031 Option Letter 1 DOLA CSBG 24-026 Grant (LI 2023-193)	45
6 2023-193 DOLA Community Svs Block CSBG 24-026	47
4.4 CA#4 Contract No 23 IBEH 174456	81
1 Agenda Item - Amended JBBS Contract Completed Form	81
2 23 IBEH 174456 - Am 4 - (193707) - Gunnison County - BHAS - JBBS	82
2.1 A. 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.	83
3 23_IBEH_174456_-_Am_3_-_ (188977)_-_Gunnison_County_-_BHAS_-_JBBS	87

3.1	A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.	88
3.2	B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.	88
4	23_IBEH_174456_-_Am_2_-_ (181957) BHAS JBBS_signed	120
4.1	23 IBEH 174456 - Am 2 - (181957) - Gunnison County - BHAS - JBBS	2
4.1.1	Rev 23 IBEH 174456 - Am 2 - (181957) - Gunnison County - BHAS - JBBS.pdf	2
4.1.1.1	A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.	121
4.1.1.2	B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.	121
5	23 IBEH 174456 - K - Gunnison County - BHAS - JBBS	196
5.1	23 IBEH 174456 - K - Gunnison County - BHAS - JBBS	196
4.5	Grant App; Public Service Grant; GCSAPP	276
1	Agenda Item - City of Gunnison Public Service Grant Completed Form	276
2	GCSAPP Public Service Grant City of Gunnison 2024	277
4.6	Funding Award; Energy Outreach CO	283
1	Agenda Item - Energy Outreach Colorado Grant and Award Letter Completed Form	283
2	Gunnison Hinsdale County Department of Human Services	284
3	EOC 24.25	285
4.7	MSA; Lexipol; Law Enforcement Policy Manual	291
1	Agenda Item - Lexipol Service Contract Completed Form	291
2	Gunnison County Sheriff LE Policy Manual 092424	292
4.8	Amendment; IGA Winter Road Maintenance; Town of Pitkin	297
1	Agenda Item - Town of Pitkin Snow Plowing IGA Completed Form	297
2	GC_ToP Plowing IGA 24-25	298
3	Pitkin Plowing IGA - 2023 Amendment	299
4	Pitkin Plowing IGA Signed - 2022 Amendment	300
5	IGA with Town of Pitkin for Plowing Dec 2021	305
6	Pitkin Plowing IGA - 2021 Map	307
7	Pitkin plowing IGA Amendment Nov 2019	308
8	Pitkin plowing IGA Nov 2018	309
4.9	RDAI-2024-2025; Vaisala; RoadAI	313
1	Agenda Item - Viasala RoadAI Contract Renewal Completed Form	313
2	GUNNISONCOUNTY-RDAI-2024-2025	314
3	DOC250754-B-General-Conditions-of-Subscription-Services	322
4	EXECUTED SIGNED BY BOCC, 7 - consent 6 - Professional Svcs Agreeemt - Vaisala Inc, Pavement condition Computer Vision Tech	331
4.1	Gunnison County. Vaisala Inc. ContractorAgreement. 06OCT2023-Vaisala signed	331
4.1.1	Gunnison County. Vaisala Inc. ContractorAgreement. 06OCT2023-Vaisala signed.pdf	331

4.1.2 GUNNISON-RDAI-2023v3 (003).pdf	345
4.10 Water Line Easement Agmt; Raisig	354
1 Agenda Item - Water Line Easement Agreement Raisig Completed Form	354
2 Water Line Easement Agreement Raisig 4862-7163-4346 v.8.1.	355
4.11 PSA Pinnacle Insight LLC	361
1 Agenda Item - Youth Wellness Contract Completed Form	361
2 2024 Contractor Agreement_Youth Wellness_LFuller	362
2.1 PROFESSIONAL SERVICES AGREEMENT	362
3 Youth Wellness MOU 2024_LFuller	376
4.12 Resolution; Finance Policies	378
1 Agenda Item - 2024 Update to Finance Policies Completed Form	378
2 2024 Policy Resolution and Policy Exhibits	379
5 Sales and Local Marketing Tax; July 2024	403
1 Agenda Item - July 2024 Sales Tax and Local Marketing Tax Completed Form	403
2 07.2024 BOCC Sales Tax	404
2.1 07.2024 BOCC Sales Tax (002).pdf	404
2.1.1 pg2.pdf	405
2.1.2 pg3 YTD industry comparison.pdf	406
2.1.3 pg4 Taxes by Industry green bar graph v2.pdf	407
2.1.4 pg5 taxes by industry and juris.pdf	408
2.1.5 pg1-.pdf	404
2.2 pg6-7 COMPARATIVE LODGING TAX FIGURES 2015-2024.pdf	409
6 Fairgrounds Policy Update	411
1 Agenda Item - Gunnison County Fairgrounds Updated Policy Completed Form	411
2 Policy Revamp	412
3 Current Fairgrounds Policy	439
7 Resolution; Kebler Pass Winter Trailhead	444
1 Agenda Item - Resolution and Memo on Kebler Winter Trailhead Completed Form	444
2 Parking Permit Second Memo 100124 Appx	445
3 Kebler Pass Parking Permits 2024 Resolution9.24.24	449

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

**DATE:** Tuesday, October 1, 2024

**Page 1 of 2**

**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 17, 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. Resolution; A Resolution Repealing Resolution No: 2019-21 and Approving Removal and Sale of Snowmobiles/Grooming Machines Abandoned on County Road #12, Kebler Pass, its Adjacent Winter Trailhead Parking Area and Other County Property; Public Works
  2. Acknowledgement of County Manager's Signature; Professional Services Agreement; Pioneer Development Company; 9/12/2024 to 12/31/2024; \$2,500
  3. Acknowledgement; Option Letter #4; CSBG-24-026; Health and Human Services; 8/30/2024 to 9/30/2027; \$672
  4. Contract Amendment #4; Contract No 23 IBEH 174456; 7/1/2022 to 6/30/2025; \$167,656
  5. Grant Application; Public Service Grant Application; Gunnison County Substance Abuse Prevention Project; Juvenile Services; \$10,000
  6. Funding Award; Energy Outreach Colorado Bill Payment Assistance funding; Health and Human Services; 10/1/2024 to 9/30/2025; \$12,900
  7. Master Service Agreement; Lexipol; Sheriff's Office; Annual Law Enforcement Policy Manual & Daily Training Bulletins; 12 months; \$10,645
  8. Amendment; Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin; 11/1/2024 to 5/31/2025
  9. Contract No GUNNISON-RDAI-2024-2025; Vaisala; RoadAI; Public Works; 1 Year; \$9,736
  10. Water Line Easement Agreement; Craig Raisig and Dale Raisig; Public Works
  11. Professional Services Agreement; Pinnacle Insight LLC; Juvenile Services; 9/1/2024 to 8/31/2025; \$4,200
  12. Resolution; A Resolution Updating Gunnison County Finance, Procurement and Travel Policies; Finance

8:35 am

- County Manager's Reports

8:40 am

- Sales Tax and Local Marketing Tax; July 2024

8:45 am

- Gunnison County Fairgrounds Policy Update

9:00 am

- A Resolution Setting Forth a Revised Kebler Pass Winter Trailhead Management Plan and Permitting System Due to the Mt. Emmons Land Exchange and to Regulate Use of Snowmobiles and Over-The-Snow Vehicles at the Kebler Pass Trailhead

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

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

**DATE:** Tuesday, October 1, 2024

**Page 2 of 2**

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

9:30 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b):** Conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to Lake Irwin Coalition, Inc. v. Smith, 2017CV30060 (D. Colo.).
- **Adjourn**

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/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 9/17/24

---

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT BOCC Minutes 9/17/24

**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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/1/2024

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
September 17, 2024**

The September 17, 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  
Alex San Filippo-Rosser, Deputy County Attorney

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

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

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

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

**MINUTES APPROVAL:** **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes from September 3<sup>rd</sup> as amended. Motion carried unanimously.

1. September 3, 2024

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

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

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. Acknowledgment 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. Acknowledgment 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

**COUNTY MANAGER'S REPORTS:**

1. Hwy 135 Grant – CM Birnie announced that the County has received a large grant for improvements on Highway 135 which include projects in Crested Butte and in Gunnison. It is one of the largest awards in the nation and the largest in the State of Colorado.
2. International City/County Management Association – CM Birnie relayed the County also received a Voice of the People Award which is for the use of the citizen input and data to guide their programming.
3. Airport Award – CM Birnie stated that he, Assistant County Manager for Operations and Sustainability John Cattles, Airport Manager Rick Lamport, and Stephanie Petsch were invited to the Colorado Chapter of the American Institute of Architects where they won an award for the design of the airport project as well as the interior design award for the State.
4. Sawtooth Phase 2 – Commissioner Puckett Daniels asked about the status. CM Birnie replied that some drywall needed patched and some errors in the sprinkler system needed fixed as well as

some issues with the well drilling for the heat pumps, but it is almost complete now. He noted that there is a chance that the parking lot may not get paved this year.

**LETTER OF SUPPORT; TROUT UNLIMITED; GUNNISON BASIN DROUGHT RESILIENCY AND RESTORATION GRANT PROPOSAL**

Commissioner Houck opened the discussion with a brief overview of what is asked of the Board. The Board then had no questions but would like the letter to have all three signatures. **Moved** by Commissioner Smith seconded by Commissioner Puckett Daniels to approve the letter of support requested by Trout Unlimited for the projects described in the packet, and also in the support letter and include the signature of the whole Board. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Commissioner Houck presented the voucher approval report dated August 20, 2024 and the cash transfer authorization dated August 2024 in Chief Financial Officer Perry Solheim’s absence for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of \$3,454,371.30. Motion carried unanimously. **Moved** by Commissioner Smith seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$5,402,893.48. Motion carried unanimously.

**TREASURER’S MONTHLY REPORT:** Commissioner Houck presented the August 2024 Treasurer’s report, an investment report dated August 31, 2024 in County Treasurer Debbie Dunbar’s absence for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer’s Report and authorize the Chair’s signature. Motion carried unanimously.

**SCHEDULE CHANGE:** Due to a gap in the meeting Commissioner Houck recommended starting Commissioner Items.

**COMMISSIONER ITEMS:**

**Commissioner Puckett Daniels:**

1. Irwin Community Association – Commissioner Puckett Daniels convened a meeting with Undersheriff Josh Ashe and Assistant County Manager for Public Works Martin Schmidt with the Irwin Community Association to discuss the short-term management of the Kebler Pass Trailhead. She stated there were two requests she wanted to offer for consideration: A standing meeting between the County Representatives and Irwin Community Association such as their annual meeting in July and to have a conversation about the mid-term and long-term plan with the Board for the future.

**GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 8:54 am.

**2024 ASSESSOR’S REPORT** Co-Deputy Assessor Appraisal Alexandra Cohen was available for discussion.

Co-Deputy Assessor Cohen noted that there were some issues with the copies given and gave corrected copies to the Board. She explained there were 105 real property appeals and 19 personal property appeals. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Assessor’s Report for the real and personal property of 2024 appeal period dated September 17, 2024. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the meeting at 8:59 am.

**SCHEDULE CHANGE:** Due to a gap in the meeting Commissioner Houck recommended continuing Commissioner Items.

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

**COMMISSIONER ITEMS:**

**Commissioner Puckett Daniels:**

2. Stand With Me Luncheon – Commissioner Puckett Daniels attended in Crested Butte which is an annual fundraiser for Project Hope. She stated it was a wonderful event and it was well attended.
3. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels noted they had their monthly Board meeting. On the September 30<sup>th</sup> dinner meeting, they will be discussing what they have been up to, their strategic plan, what their focus is, and their funding.

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

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 9:02 am.



## **WEST CENTRAL PUBLIC HEALTH PARTNERSHIP (WCPHP) & COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)**

Community Health Manager Margaret Wacker noted the partnership includes Delta, Hinsdale, Montrose, Ouray, Gunnison, and San Miguel County and the public health assessment is done every 5 years, which was last done in 2023. She briefly discussed the current projects that are being worked on including Public Health Improvement Plan Implementation, Regional Tobacco Prevention and Education Project (STEPP), Regional Child Fatality Prevention, New Women, Infants, and Children (WIC) regional shared services, and grant writing for building behavioral health resources. Commissioner Smith asked for clarification on how the dialogue goes between state and regional levels for higher level cases. Regional Health Services Supervisor Erika Stoerkel explained a lot of focus goes on safety efforts and she would be open to having a discussion with Commissioner Smith.

RHSS Stoerkel noted the behavioral health landscape was broken into two different parts and six people were interviewed for the Regional Landscape Analysis as well as their responses being analyzed by the strengths, weaknesses, opportunities, and threats (SWOT) analysis.

CHM Wacker presented the Region 10 Secondary Data. Commissioner Puckett Daniels asked how it relates to previous years, however CHM Wacker noted they haven't gotten to the trends yet. Medical Health Officer Dr. John Tarr mentioned possibly going deeper into the data and finding causal trends. RHSS Stoerkel presented the Region 10 Continuum of Care which maps out resources in Region 10 that addresses different levels of care. A Public Health Workforce BH Readiness Assessment has been created and they plan to distribute it in September with a report in October. She also presented the capacity building efforts and the timeline.

Commissioner Houck asked for clarification on the difference between the regional plan and the Gunnison Community plan. CHM Wacker noted that the focus is more around the Delta/Montrose area and Gunnison has less access due to its remoteness. Assistant County Manager for Health, Human and Safety Services Joni Reynolds stated they do not do a public health improvement plan for Gunnison County and it is through the region. However, they do look at Gunnison County services based on the data and customize that in program delivery.

### **PROCLAMATION; SUICIDE PREVENTION AWARENESS MONTH; SEPTEMBER 2024**

Commissioner Houck presented the proclamation. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve and push out the Proclamation of Suicide Prevention Awareness Month in Gunnison County for September 2024 and have the full Board endorse that proclamation. Executive Director Meghan Dougherty from CB State of Mind thanked the Board for making the proclamation. Commissioner Houck stated there is an event at Western Colorado University on September 24<sup>th</sup> from 5:30 to 7:30 pm about mental health in Colorado's modern day agriculture.

**ADJOURN:** Commissioner Houck adjourned the meeting at 9:49 am.

### **GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

This work session took place from 9:49 am to 9:57 am. No minutes were taken.

**Break** from 9:57 am to 10:02 am

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

**GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS; HISTORIC PRESERVATION COMMISSION; FILL TWO VACANCIES FOR THREE-YEAR TERMS (2/1/2024 – 2/1/2027) Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to reappoint David Russell and to appoint Zoe Keith for these terms for the Historic Preservation Commission. Motion carried unanimously.

1. David Russell
2. Zoe Keith

**SCHEDULE CHANGE:** Commissioner Houck requested to finish Commissioner Items while waiting for anyone in the room or online for unscheduled public comment.

### **COMMISSIONER ITEMS:**

#### **Commissioner Smith:**

1. Welcoming Week – Commissioner Smith attended the Community Paint Day on Friday. She relayed the big final event is on Sunday which is a diversity walk from 1:30 pm to 3:00 pm starting from the Gunnison Valley Community Foundation to Jorgensen Park where there will also be a celebration for Hispanic Heritage Month from 3:00 pm to 6:00 pm.

- 2. Attorney General’s Office – Commissioner Smith expressed she had a conversation yesterday with the Attorney General’s Office regarding the proposed merger of Kroger and Albertsons. She relayed that Gunnison County may be invited to testify.
- 3. Poverty Law Project – Commissioner Smith noted that she attended a presentation from Poverty Law Project for Mobile Home Park Resident Advocacy. She stated she is still in contact with the residents of Country Meadows and their attorney, Will Edwards.

**Commissioner Houck:**

- 1. Gunnison Outdoor Resource Protection (GORP) Act – Commissioner Houck relayed that Senator Bennet is planning either late this week or early next week to introduce the GORP Act to the Senate, so he has been working on getting individual letters from the people who was a part of the Coalition as well as the Upper Gunnison River Water Conservation District.
- 2. Public Land Pieces – Commissioner Houck has continued to work on these plans.
  - Gunnison Sage-Grouse – Commissioner Houck stated the Resource Management Plan Amendment has been finalized.
  - Forest Plan – Commissioner Houck is continuing to work with County Attorney Matthew Hoyt on anything they would like to address.
- 3. National Public Lands Day – Commissioner Houck participated last Saturday and went up Gunnison Trails along with the Bureau of Land Management. He relayed there were about 50 volunteers on the trail.

**UNSCHEDULED PUBLIC COMMENT:**

- 1. Donita Bishop – Ms. Bishop expressed that the Gunnison Valley Parent Teacher Association (PTA) bought and distributed shirts for elementary students to show their pride. She emphasized the help that OffCenter DeSIGNS gave with the shirts.
- 2. Marcus Martin – Mr. Martin stated he is a resident of Crested Butte and is encouraging a Major Impact Use route under the Gunnison County Land Resolution which allows two hearings for Whetstone. He also discussed concerns he has regarding the impending recusal from Commissioner Puckett Daniels. Lastly, he is asking to consider appointing an independent outside legal review of this process. Commissioner Houck thanked him for his input and advised Mr. Martin to address any comments and all issues at the public hearing on October 8<sup>th</sup>.

**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. Moved** by Commissioner Houck seconded by Commissioner Smith to enter an executive session pursuant to Colorado Revised Statute section 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.

The board went into executive session at 10:21 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

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

\_\_\_\_\_  
Matthew Hoyt  
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

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

\_\_\_\_\_  
Jonathan Houck, Chairperson  
Gunnison County Board of Commissioners

The Board came out of executive session at 12:55 pm. Commissioner Houck confirmed that the discussion remained on-topic, that all parties stated to be in attendance were, in fact, in attendance and that no decisions were made. Commissioner Houck asked for the County Attorney’s office to do a deeper legal analysis of the statute and timelines associated with the Mobile Home Park Act, work with the Impact Development Fund and the residents of Country Meadows to develop a possible plan for compliance of outstanding violations, to investigate Colorado Proposition 123, and to look for ways to explore resources. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to come out of executive session. We were there to receive advice from the Attorney’s Office. We stayed on task. The participants included the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Assistant County Attorney Alex San Filippo-Rosser, Assistant County Manager for Public Works Martin Schmidt, Assistant County Manager for Community and Economic Development Cathie Pagano, and Assistant County Manager for Health, Human and Safety Services Joni Reynolds.

**ADJOURN:** Commissioner Houck adjourned the meeting at 12:57 pm.

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

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

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

Minutes Prepared By:

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

Attest:

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

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

*Note: For all the details of each resolution including any exhibits, please refer to [gunnisoncounty.org](http://gunnisoncounty.org)*

**BOARD OF COUNTY COMMISSIONERS OF  
THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO. 2024-31**

**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 Smith, seconded by Commissioner Puckett Daniels, and adopted this 17<sup>th</sup> day of September 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 9/27/2024 thru 10/31/2024

## Board of County Commissioners

1. [Elected Officials and Managers Dinner and Meeting](#)  
September 30, 2024, 6:00 PM
2. [BOCC Regular Meeting](#)  
October 1, 2024, All Day @ BOCC Boardroom
3. [Mayors & Managers Meeting - Hosted by Gunnison County](#)  
October 3, 2024, 12:00 PM - 1:30 PM
4. [BOCC Work Session](#)  
October 8, 2024, All Day @ BOCC Boardroom
5. [Joint Public Hearing for LUC-22-00049](#)  
October 8, 2024, 1:00 PM
6. [BOCC Regular Meeting](#)  
October 15, 2024, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)  
October 22, 2024, All Day @ BOCC Boardroom

## County Board of Equalization

1. [2024 CBOE Petitioner Hearings](#)  
October 10, 2024, 8:45 AM - 12:15 PM @ BOCC Board Room  
Petitioner Hearings

## 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:** Resolution; A Resolution Repealing Resolution No:

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This resolution updates and clarifies Resolution 2019-21 that set policy for the removal and sale of private property abandoned on County Property or Right of Ways.

**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: 9/19/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/20/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/20/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

---

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

**RESOLUTION NO: 2024 - \_\_\_\_\_**

**A RESOLUTION REPEALING RESOLUTION No: 2019-21 AND APPROVING  
REMOVAL AND SALE OF SNOWMOBILES/GROOMING MACHINES ABANDONED  
ON COUNTY ROAD #12, KEBLER PASS, ITS ADJACENT WINTER TRAILHEAD  
PARKING AREA AND OTHER COUNTY PROPERTY**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. § 18-9-117 to limit or prohibit certain types of conduct on public property, including restriction on, or limitation of, the use of all vehicles as to place, time, manner, or permitted activities; and

WHEREAS, C.R.S. § 33-14-101(11) defines a “snowmobile” as a “self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats”; and

WHEREAS, for the purposes of this Resolution, “snowmobile” means any self-propelled vehicle designed or altered for travel over snow or ice, including snowcats, driven by a track or tracks in contact with the snow, and which may be steered by a ski or skis in contact with the snow; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. § 33-14-118 to regulate the use of snowmobiles on public lands, waters and property under Gunnison County’s jurisdiction and on public roads and highways within County boundaries; and

WHEREAS, pursuant to C.R.S. § 33-14-119, every peace officer of the State of Colorado and the political subdivisions of Colorado shall have the authority to enforce the provisions of a resolution adopted pursuant to C.R.S. § 33-14-118; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. §§ 42-13-101, 102, 103, 104, 107, 108 and 109 regarding the disposition of property reasonably believed to be abandoned; and

WHEREAS, Gunnison County previously administered a winter trailhead parking area(s) adjacent to and part of County Road 12 (a/k/a Kebler Pass Road) pursuant to an easement granted to the County by the United States on September 5, 1979; and

WHEREAS, On September 3rd, 2019, Gunnison County adopted Resolution 2019-21 approving removal and sale of snowmobiles and grooming machines abandoned on County Road #12, Kebler Pass; and

WHEREAS, on or about August 23, 2024, Mt. Emmons Mining Company, through a land exchange with the United States Forest Service, received a portion of County Road 12 and the adjacent winter trailhead parking area(s), and Mt. Emmons Mining Company contemporaneously deeded this portion of the aforementioned road

and parking area(s) to Gunnison County, thereby rendering them County property under the County's jurisdiction and control; and

WHEREAS, it is in the best interests of the public and Gunnison County for such authorizations to be operationalized regarding snowmobiles;

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

1. It is a violation of this Resolution for any snowmobile to remain on any public road right-of-way or County-owned or administered parking area or other property in violation of signage posted by Gunnison County or for more than twenty-four (24) hours after notification to move the snowmobile is placed on the snowmobile by the Gunnison County Public Works Department . The owner will be responsible for proportionate share of the charges associated with removal and the actual costs of storage, which at a minimum shall be Thirty Dollars and No/100 (\$30.00) per day. Any unit not claimed by September 1st of the same year will be offered for sale at a Sheriff's sale pursuant to this Resolution and Colorado law.
2. The Gunnison County Sheriff's Department, or its designee, is authorized to remove any snowmobile that is in violation of this Resolution.

This Resolution shall remain in force until and unless further action by the Board of County Commissioners is taken. This Resolution repeals and replaces any prior resolution of the Board currently in effect regarding this subject matter, including but not limited to Resolution No. 2019-21.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_ day of \_\_\_\_\_, 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





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

**RESOLUTION NO: 2019 - 21**

**A RESOLUTION APPROVING REMOVAL AND SALE OF  
SNOWMOBILES/GROOMING MACHINES ABANDONED ON COUNTY ROAD #12,  
KEBLER PASS**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. 18-9-117 to limit or prohibit certain types of conduct on public property, including restriction on, or limitation of, the use of all vehicles as to place, time, manner, or permitted activities; and

WHEREAS, C.R.S. 33-14-101(11) defines a "snowmobile" to be a "vehicle"; and

WHEREAS, "snowmobile" for the purposes of this Resolution means any self-propelled vehicle, including snowcats, intended for travel primarily on snow, driven by a track or tracks in contact with the snow, and which may be steered by a ski or skis in contact with the snow; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. 33-14-118, by resolution, to regulate the use of snowmobiles on public lands, waters and property under Gunnison County's jurisdiction and on public highways within County boundaries; and

WHEREAS, pursuant to C.R.S. 33-14-119, every peace officer of the State of Colorado and the political subdivisions of Colorado shall have the authority to enforce the provisions of a resolution adopted pursuant to C.R.S. 33-14-118; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has the authority pursuant to C.R.S. 42-13-101, 102, 103, 104, 107, 108 and 109 regarding the disposition of property reasonably believed to be abandoned; and

WHEREAS, it is in the best interests of the public and Gunnison County for such authorizations to be operationalized regarding snowmobiles.

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

1. It is a violation of this Resolution for any snowmobile to remain on any public road right-of-way in violation of signage posted by Gunnison County or for more than twenty-four (24) hours after notification to move the snowmobile is placed on the snowmobile by Gunnison County Public Works. The owner will be responsible for proportionate share of the tow bill and Thirty Dollars and No/100



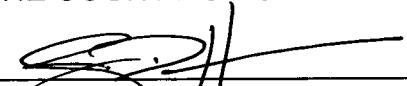
(\$30.00) per day storage. Any unit not claimed by September 1st of the same year will be offered for sale at a Sheriff's sale.


2. The Gunnison County Sheriff's Department, or its designee, is authorized to remove any snowmobile that is in violation of this Resolution.

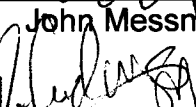
This resolution shall remain in force until and unless further action by the Board of County Commissioners is taken.

INTRODUCED by Commissioner MASON, seconded by Commissioner MESSNER, and adopted this 30 day of SEPTEMBER, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:   
Jonathan Houck, Chairperson

By:   
John Messner, Vice Chairperson

By:   
Roland Mason, Commissioner

ATTEST:

  
Deputy County Clerk



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

**Agenda Item:** Acknowledgement of County Manager's Signature; Pro

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Ack of CM Sig; PSA; Pioneer Development Co

**Fiscal Impact:**

**Submitted by:** Holly Perry for Matthew Birnie

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/20/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/20/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/20/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 12<sup>th</sup> day of September, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Pioneer Development Company whose address is PO Box 2955 Durango, Colorado 81302. (“Contractor”).

### AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

#### 1. SERVICES.

As set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“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 in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Workforce Housing strategy, as outlined in the Gunnison County Strategic Plan.

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Two-Thousand, Five-Hundred and No/100 U. S. Dollars (\$2,500) (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. 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.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

## 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 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.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. 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 acts, failure to act, 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 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.

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 C.R.S. § 24-106-109.

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

#### 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. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- 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 fifteen (15) calendar 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 generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

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 Covid-19, 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: Pioneer Development Company  
P.O. Box 2955, Durango, Colorado 81302

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

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; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (“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.* Contractor

shall be liable for any resulting damages to County or third parties as the result of any such data breach.

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., C.R.S. § 24-72-201 *et seq.*

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:   
Matthew Birnie, County Manager

ATTEST:

  
Deputy Clerk



CONTRACTOR

By: 

Its: Founder/Principal

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:





# Appendix A



TO: Matthew Birnie, Gunnison County Manager

FROM: Andrew Arnold, Pioneer Development Company

DATE: September 9<sup>th</sup>, 2024

RE: Public Finance Feasibility Professional Services

**Dear Matthew,**

I enjoyed connecting with you and your team last week regarding the proposed workforce housing development in Gunnison County. From our conversations, I understand that this development is unique, and that it requires a creative public private partnership to become feasible. Specifically, this development requires public financing. I understand that a third-party review of this project could help answer public questions regarding the arrangement with the developer, their pro forma, and also ensure that this public private partnership is in the best fiscal interest of Gunnison County.

This proposal represents an "on-call" arrangement with Gunnison County that will begin evaluating this workforce housing development. This time can also be applied to meetings with County staff and the developer.

This arrangement will be a time and materials contract based on my \$225 hourly rate. Due to the fluid nature of these tasks and their unknown scope, this proposal outlines a variety of services that may be required to perform this feasibility analysis through the end of 2024. The proposal also includes a \$2,500 not-to-exceed amount, which is essentially our budget for conducting these services through 2024.

Once I have performed an initial analysis of this development, or at least have a clear picture of what questions need further analysis, I can submit a detailed scope for specific deliverables. If you have any questions or need additional details regarding this proposal, please do not hesitate to reach out to me. Thank you for this opportunity to work with you and Gunnison County.



Andrew Arnold  
Founder | Principal  
Pioneer Development Company  
Durango, Colorado  
856.625.6564 cell  
andrew@pioneerdevelopmentcompany.com

### Proposed Fee Structure

This proposal recommends an **indefinite delivery contract** with **Gunnison County**. **The proposal assumes that the contract with the County will be written for a not to exceed dollar amount, however no minimum expenditure is promised.** As projects are identified, the County's representative will contact the Consultant with the Scope of Work and agree to an estimate of hours spent.

This proposal recommends an indefinite delivery contract based on a **Time and Materials agreement with a Not-To-Exceed limit of \$2,500**. The Not-To-Exceed limit is to provide the County a ceiling for these professional services. The County has the option to extend services beyond this Not-To-Exceed limit, provided that both parties agree to an amendment to the contract. Invoices will be sent monthly and broken into hourly billing increments. The consultant's hourly rate is included below:

**Andrew Arnold 2024 Billing Rate = \$225 Per Hour**

## Company Bio and Services

Pioneer Development Company (PDC) is a professional service consulting company that specializes in community, economic, real estate, and land development. Founded in December 2022 by Andrew and Alyssa Arnold, PDC is a new small business that brings years of experience to complex development and redevelopment projects. PDC's mission is to help communities across the nation make their development visions, goals, objectives, and policies feasible. "We Find the Way" is not only PDC's trademark, it is our promise to communities.

PDC was founded and headquartered in Durango, Colorado. Although PDC's clients and project portfolio stretch across the United States, the company's primary focus is on economic development projects within Colorado. More specifically, PDC specializes in assisting developers and communities throughout the state with visioning, planning, funding, real estate/infrastructure financing, entitlement, development feasibility, and public outreach. PDC is a leader in public private partnerships and is considered an expert throughout Colorado in Urban Renewal and Tax Increment Financing. PDC currently provides community development, economic development and urban renewal services to dozens of Colorado municipalities and private sector clients.

Outside Colorado, PDC is working with communities in Montana, New Mexico, New York, West Virginia, and Wyoming on Economic Development projects. PDC is a partner with Kansas State University's Technical Assistance to Brownfield program (KSU-TAB). As a KSU-TAB partner, PDC provides redevelopment feasibility assistance to communities within Colorado and across the United States. All work is funded by the US Environmental Protection Agency (EPA) through a grant with Kansas State University's TAB program.

Prior to founding Pioneer Development Company, Andrew Arnold was an Associate with Short Elliott Hendrickson, Inc (SEH). Andrew led the company's Economic Development projects in Colorado, New Mexico and Wyoming and Regional Planning efforts throughout the Nation. He served as the Project Manager for all Urban Renewal projects at SEH and was the lead Economic Development Professional for the Company's West Region.

PDC specializes in community and economic development, with a specific focus on achieving tangible outcomes for communities. The services we can provide under this Professional Service Agreement are listed below:

- **Feasibility Analysis and Tax Revenue Forecasting** – PDC will work with the County to ensure that proposed development plans are evaluated for their feasibility. This analysis can include a Gap Funding analysis that involves tax increment forecasts.
- **Revenue Sharing Forecasts and Public Incentive Strategies** – PDC will work with the County to forecast tax revenues on the future development project and use these forecasts to strategically evaluate strategies for leveraging public incentives.
- **Fiscal Impact Analysis and Cost of Service Studies** – PDC can help assess impacts on participating taxing entities when evaluating public finance strategies.
- **Collaboration Meetings** – PDC will be available to meet with the County, the development team, present findings and answer questions when required. PDC can also join the development team for meetings with County staff. Meetings are assumed to be virtual.



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

---

**Agenda Item:** Acknowledgement; Option Letter #4; CSBG-24-026; He

---

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Signed Option Letter #4 for CSBG 24-026

**Fiscal Impact:**

**Submitted by:** Holly Perry for Joni Reynolds

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/19/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

---

CSBG 24-026 - Gunnison County 2024-2026

## OPTION LETTER #4

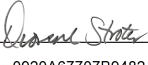
### SIGNATURE AND COVER PAGE

<b>State Agency:</b> Department of Local Affairs (DOLA)	<b>DLG Portal Number</b> CSBG-24-026	<b>Option Letter CMS Number</b> 193438
<b>Grantee</b> Gunnison County	<b>Previous CMS #(s)</b> 188022, 189077, 190182, 191582	
<b>Project Number and Name</b> CSBG 24-026 - Gunnison County 2024-2026	<b>Grant Amount</b>	
<b>DOLA CSBG Program Manager</b> Becky Saad, (303) 864-7894, ( <a href="mailto:becky.saad@state.co.us">becky.saad@state.co.us</a> )	Initial Award: \$8,366.00	
<b>DOLA CSBG Program Assistant</b> Harold Smith, (303) 864-8423, ( <a href="mailto:harold.smith@state.co.us">harold.smith@state.co.us</a> )	Option Letter #1 02/25/2024: \$14,536.00	
	Option Letter #2 04/22/2024: \$10,362.00	
	Option Letter #3 05/29/2024: \$33,266.00	
	Option Letter #4 08/30/2024: \$672.00	
	<b>Total Grant Amount: \$67,202.00</b>	
<b>Funding Account Codes</b> CTGG1 NLAA 202400003205	<b>Program Name</b> Community Services Block Grant ( CSBG )	
<b>Prior Grant Agreement Expiration Date</b> September 30, 2027	<b>Current Grant Agreement Expiration Date</b> September 30, 2027	

### THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

**STATE OF COLORADO**  
**Jared S. Polis GOVERNOR**  
 Colorado Department of Local Affairs

DocuSigned by:  
 By:   
 0920A67707B9482...  
 Maria De Cambra, Executive Director

Date: 9/5/2024 | 4:54 PM MDT

### ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

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

DocuSigned by:  
 By:   
 090ACD88A721474...  
 Beulah Messick, DOLA Controller Delegate

Effective Date: 9/11/2024 | 6:28 PM MDT

CSBG 24-026 - Gunnison County 2024-2026

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
  - b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

**a. Reserved for use with Option 1(a).**

**b. For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **\$672**, from **\$66,530** to **\$67,202**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **\$67,202**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

**4.1.1. Project Budget**

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#4 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	\$63,363	\$640	<b>\$64,003</b>
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	\$398	\$0	<b>\$ 398</b>
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	\$2,769	\$32	<b>\$2,801</b>
<b>TOTALS</b>			<b>\$66,530</b>	<b>\$ 672</b>	<b>\$67,202</b>

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **August 30, 2024**, whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



CSBG 24-026 - Gunnison County 2024-2026

**OPTION LETTER #3****SIGNATURE AND COVER PAGE**

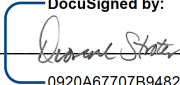
<b>State Agency:</b> Department of Local Affairs (DOLA)	<b>DLG Portal Number</b> CSBG-24-026	<b>Option Letter CMS Number</b> 191582
<b>Grantee</b> Gunnison County	<b>Previous CMS #(s)</b> 188022, 189077, 190182	
<b>Project Number and Name</b> CSBG 24-026 - Gunnison County 2024-2026	<b>Grant Amount</b>	
<b>DOLA CSBG Program Manager</b> Becky Saad, (303) 864-7894, ( <a href="mailto:becky.saad@state.co.us">becky.saad@state.co.us</a> )	Initial Award:	\$8,366.00
<b>DOLA CSBG Program Assistant</b> TBD	Option Letter #1 02/25/2024:	\$14,536.00
	Option Letter #2 04/22/2024:	\$10,362.00
	Option Letter #3 05/21/2024:	\$33,266.00
	<b>Total Grant Amount:</b>	<b>\$66,530.00</b>
<b>Funding Account Codes</b> CTGG1 NLAA 202400003205	<b>Program Name</b> Community Services Block Grant ( CSBG )	
<b>Prior Grant Agreement Expiration Date</b> September 30, 2027	<b>Current Grant Agreement Expiration Date</b> September 30, 2027	

**THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER**

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

**STATE OF COLORADO**  
**Jared S. Polis GOVERNOR**  
**Colorado Department of Local Affairs**

DocuSigned by:

By:  \_\_\_\_\_  
0920A67707B9482...

**Maria De Cambra, Executive Director**


Date: 5/29/2024 | 9:29 AM MDT

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

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

DocuSigned by:

By:  \_\_\_\_\_  
090ACD88A721474...

Beulah Messick, DOLA Controller Delegate

Effective Date: 5/29/2024 | 1:54 PM MDT

CSBG 24-026 - Gunnison County 2024-2026

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
- b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

- 2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

**a. Reserved for use with Option 1(a).**

**b. For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **\$33,266**, from **\$33,264** to **\$66,530**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **\$66,530**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

**4.1.1. Project Budget**

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#3 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	\$31,681	\$31,682	<b>\$63,363</b>
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	\$398	\$0	<b>\$ 398</b>
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	\$1,185	\$1,584	<b>\$2,769</b>
		<b>TOTALS</b>	<b>\$33,264</b>	<b>\$33,266</b>	<b>\$66,530</b>

- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **May 21, 2024**, whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

CSBG 24-026 - Gunnison County 2024-2026

## OPTION LETTER #2

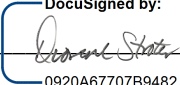
### SIGNATURE AND COVER PAGE

<b>State Agency:</b> Department of Local Affairs (DOLA)	<b>DLG Portal Number</b> CSBG-24-026	<b>Option Letter CMS Number</b> 190182
<b>Grantee</b> Gunnison County	<b>Previous CMS #(s)</b> 188022, 189077	
<b>Project Number and Name</b> CSBG 24-026 - Gunnison County 2024-2026	<b>Grant Amount</b>	
<b>DOLA CSBG Program Manager</b> Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	Initial Award:	\$8,366.00
<b>DOLA CSBG Program Assistant</b> Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	Option Letter #1 02/25/2024:	\$14,536.00
	Option Letter #2 03/28/2024:	\$10,362.00
	<b>Total Grant Amount:</b>	<b>\$33,264.00</b>
<b>Funding Account Codes</b> CTGG1 NLAA 202400003205	<b>Program Name</b> Community Services Block Grant ( CSBG )	
<b>Prior Grant Agreement Expiration Date</b> September 30, 2027	<b>Current Grant Agreement Expiration Date</b> September 30, 2027	

### THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

**STATE OF COLORADO**  
**Jared S. Polis GOVERNOR**  
**Colorado Department of Local Affairs**

DocuSigned by:  
**By:**   
0920A67707B9482...  
**Maria De Cambra, Executive Director**

**Date:** 4/16/2024 | 12:52 PM MDT

### ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

DocuSigned by:  
**By:**   
090ACD88A721474...  
**Beulah Messick, DOLA Controller Delegate**

**Effective Date:** 4/22/2024 | 3:28 PM MDT

CSBG 24-026 - Gunnison County 2024-2026

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- a. Option to extend (*use this option for Extension of Time*)
- b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **Reserved for use with Option 1(a).**

b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **\$10,362**, from **\$22,902** to **\$33,264**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **\$33,264**. The Budget table in **Section 4 of Exhibit B** is deleted and is replaced with the following :

**4.1.1. Project Budget**

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#2 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	\$21,812	\$9,869	<b>\$31,681</b>
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	\$398	\$0	<b>\$398</b>
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	\$692	\$493	<b>\$1,185</b>
		<b>TOTALS</b>	<b>\$22,902</b>	<b>\$10,362</b>	<b>\$33,264</b>

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **March 28, 2024**, whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

CSBG 24-026 - Gunnison County 2024-2026

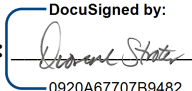
**OPTION LETTER #1****SIGNATURE AND COVER PAGE**

<b>State Agency:</b> Department of Local Affairs (DOLA)	<b>DLG Portal Number</b> CSBG-24-026	<b>Option Letter CMS Number</b> 189077
<b>Grantee</b> Gunnison County	<b>Previous CMS #(s)</b> 188022	
<b>Project Number and Name</b> CSBG 24-026 - Gunnison County 2024-2026	<b>Grant Amount</b>	
<b>DOLA CSBG Program Manager</b> Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	Initial Award:	\$8,366.00
<b>DOLA CSBG Program Assistant</b> Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	Option Letter #1 02/07/2024:	\$14,536.00
<b>Funding Account Codes</b> CTGG1 NLAA 202400003205	<b>Total Grant Amount:</b>	<b>\$22,902.00</b>
<b>Prior Grant Agreement Expiration Date</b> September 30, 2027	<b>Program Name</b> Community Services Block Grant ( CSBG )	<b>Current Grant Agreement Expiration Date</b> September 30, 2027

**THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER**

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

**STATE OF COLORADO**  
**Jared S. Polis GOVERNOR**  
**Colorado Department of Local Affairs**

By:  \_\_\_\_\_  
0920A67707B9482...  
**Maria De Cambra, Executive Director**

**Date:** 2/22/2024 | 4:52 PM MST

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.**

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

By:  \_\_\_\_\_  
090ACD88A721474...  
**Beulah Messick, DOLA Controller Delegate**

**Effective Date:** 2/25/2024 | 7:50 PM MST

CSBG 24-026 - Gunnison County 2024-2026

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
  - b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

**a. Reserved for use with Option 1(a).**

**b. For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **\$14,536**, from **\$8,366** to **\$22,902**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **\$22,902**. The Budget table in **Section 4 of Exhibit B** is deleted and is replaced with the following :

**4.1.1. Project Budget**

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2413)	\$7,968	\$13,844	<b>\$21,812</b>
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	\$398	\$0	<b>\$ 398</b>
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	\$0	\$692	<b>\$ 692</b>
<b>TOTALS</b>			<b>\$8,366</b>	<b>\$14,536</b>	<b>\$22,902</b>

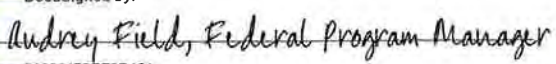
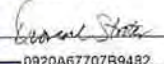
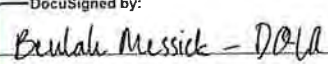
3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **February 07, 2024**, whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

<b>State Agency</b> Department of Local Affairs	<b>DLG Portal Number</b> CSBG-24-026	<b>CMS #</b> 188022
<b>Grantee</b> Gunnison County	<b>Grant Award Amount</b> \$8,366.00	
<b>Project Number and Name</b> CSBG 24-026 - Gunnison County 2024-2026	<b>Performance Start Date</b> The later of the Effective Date or January 1, 2024	<b>Grant Expiration Date</b> September 30, 2027
<b>Project Description</b> The Project consists of providing programs and services to address poverty in Colorado.	<b>Program Name</b> Community Services Block Grant ( CSBG )	
	<b>Funding Source</b> FEDERAL FUNDS	
	<b>Catalog of Federal Domestic Assistance (CFDA) Number</b> 93.569	
<b>DOLA CSBG Program Manager</b> Alex Diaz, (303) 864-8423, ( <a href="mailto:alex.diaz@state.co.us">alex.diaz@state.co.us</a> )	<b>Funding Account Code</b> CTGG1 NLAA 202400003205	
<b>DOLA CSBG Program Assistant</b> Becky Saad, (303) 864-7894, ( <a href="mailto:becky.saad@state.co.us">becky.saad@state.co.us</a> )	<b>VCUST#</b> <b>14260</b>	<b>Address Code</b> CN001 EFT

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p><b>DEPARTMENT OF LOCAL AFFAIRS</b> PROGRAM REVIEWER</p> <p>DocuSigned by:  78096473EF0D464...</p> <p>By: Audrey Field, Financial Assistance Manager Federal Programs</p> <p>Date: <u>1/2/2024   7:47 AM MST</u></p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>DEPARTMENT OF LOCAL AFFAIRS</b> Maria De Cambra, Executive Director</p> <p>DocuSigned by:  0920A67707B94B2...</p> <p>By: Maria De Cambra, Executive Director</p> <p>Date: <u>1/2/2024   9:05 AM MST</u></p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:  090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>1/3/2024   6:40 PM MST</u></p>	

## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

#### B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement by the State for breach by Grantee.

#### C. 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.



CSBG 24-026 - Gunnison County 2024-2026

### 3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

#### A. Federal Authority

This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 *et seq.*). Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. *Reserved.*

### 4. 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 on 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. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:
  - i. **Exhibit B**, Scope of Project;
  - ii. **Exhibit C**, Federal Provisions;
  - iii. **Exhibit G**, Form of Option Letter; and
  - iv. **Exhibit I**, Federal Tax Information.
- F. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement
- G. “**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.
- H. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services (“OCS”) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

CSBG 24-026 - Gunnison County 2024-2026

- I. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. **“Grant”** or **“Intergovernmental Grant Agreement”** 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.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- M. **“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.
- N. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- O. *Reserved.*
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- 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.

CSBG 24-026 - Gunnison County 2024-2026

- U. **“Recipient”** means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- V. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services 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, CJI, PCI, PHI, PII, Tax 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

CSBG 24-026 - Gunnison County 2024-2026

FF. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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

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

## 5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

## 6. STATEMENT OF WORK

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

## 7. PAYMENTS TO GRANTEE

### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Total Grant Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. 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 Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

### 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. *Reserved.*

### D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

CSBG 24-026 - Gunnison County 2024-2026

described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. 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).

E. Close-Out

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**8. REPORTING – NOTIFICATION**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §7.E.

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.

**9. GRANTEE RECORDS**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

CSBG 24-026 - Gunnison County 2024-2026

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 Intergovernmental Grant Agreement 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. Audits

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.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly 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 Intergovernmental Grant Agreement. 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.

CSBG 24-026 - Gunnison County 2024-2026

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 Intergovernmental Grant Agreement. 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., Grantee, including, but not limited to, Grantee'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 Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, a certification on an annual basis that Grantee shall 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. Grantee's duty and obligation to certify shall continue as long as Grantee has

CSBG 24-026 - Gunnison County 2024-2026

direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee 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.

#### **11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. 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.

#### **12. INSURANCE**

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

#### **13. REMEDIES**

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, 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 Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### **14. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise 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.

#### **15. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.



CSBG 24-026 - Gunnison County 2024-2026

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

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

## **17. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

## **18. GENERAL PROVISIONS**

### **A. Assignment**

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

### **B. Captions and References**

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

### **C. Entire Understanding**

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

### **D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then

CSBG 24-026 - Gunnison County 2024-2026

current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

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

- i. Exhibit C, Federal Provisions;
- ii. Colorado Special Provisions in §19 of the main body of this Grant;
- iii. Any executed Option Letter or Amendment;
- iv. The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;
- v. Exhibit B, Statement of Work; and
- vi. Exhibit I, Federal Tax Information.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, 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.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement 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.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement 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.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

CSBG 24-026 - Gunnison County 2024-2026

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.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement 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. Grantee 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.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

M. Federal Provisions

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

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

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

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

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

Financial obligations of the State payable after the current 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 Parties, 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 Parties' risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Intergovernmental Grant 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.

**D. INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or

CSBG 24-026 - Gunnison County 2024-2026

employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Grantee 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 Intergovernmental Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Intergovernmental Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

CSBG 24-026 - Gunnison County 2024-2026

that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



CSBG 24-026 - Gunnison County 2024-2026

## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Community Services Block Grant. Gunnison County** (“Grantee”), itself or through subawards, shall provide assistance or services from the following list of Federal Objective(s) for the Community Services Block Grant (CSBG) program

- Employment
- Education and Cognitive Development
- Income, Infrastructure, and Asset Building
- Housing
- Health and Social/Behavioral Development (includes Nutrition)
- Civic Engagement and Community Involvement
- Services Supporting Multiple Domains
- Linkages (e.g. partnerships that support multiple domains)
- Agency Capacity Building
- Other (e.g. emergency management/disaster relief)

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK

**2.1. Project Description.** The Project consists of providing programs and services to address poverty in Colorado.

**2.2. Service Area.** The performance of the Work described within this Grant shall be located in Gunnison County and Hinsdale County.

### 3. DEFINITIONS

All terms not defined in this **Exhibit B** shall have the meaning given in the main body of the Grant.

- 3.1.** “Administrative Costs” means costs that are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream.
- 3.2.** “Direct Costs” means costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. .
- 3.3.** “De minimis” means an alternative method of calculating an indirect rate. It permits any non-Federal entity that has never received a federally negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 45 C.F.R Part 75 - States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, to elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).
- 3.4.** “Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.
- 3.5.** “Direct Personnel and Fringe Benefits” means personnel compensation and fringe benefits for employees of the Grantee as allowed and described in Sections 430-431 of C.F.R Part 75.
- 3.6.** “Direct Operating – Travel and Training” means costs that are associated travel, training, and agency capacity building, including but not limited to, conference registration fees, mileage costs for Grantee employees, and airline fares.
- 3.7.** “Direct Operating – Supplies” means all tangible property less than \$5,000 or the capitalization level established by the Grantee for financial statement purposes, as defined in Subpart A of C.F.R Part 75. This excludes goods or services purchased for clients.

CSBG 24-026 - Gunnison County 2024-2026

- 3.8. "Direct Operating – Facilities and Administration" means costs including, rent, utilities, IT costs, maintenance costs, and other costs necessary for the operations of the grant.
- 3.9. "Direct Services" means programs or services provided by the Grantee directly to clients
- 3.10. "Subrecipients/Subcontractors" means subawards or contracts from the Grantee to a separate entity to carry out a part of a Federal program or for property or services.

#### 4. PROJECT BUDGET

- 4.1. The State's obligation is limited to the unpaid obligated Grant Funds amount that have not expired. The Grantee may use such Grant Funds for any of the Services specified in this Project Budget up to the maximum amount specified for such activity on this Project Budget:

##### 4.1.1. Project Budget

Funding Type	Budget Line #	FFY (specify expiration date)	Amount
Formulaic 2024	1	Program Year 2024 – FORM - (1/1/2024 – 9/30/2025) - (CS2426)	\$7,968
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	\$398
		<b>TOTAL</b>	<b>\$8,366</b>

#### 5. PAYMENT, FUNDING AND ELIGIBLE EXPENSES

- 5.1. The maximum amount payable under this Grant to Grantee by the State for Work performed is limited solely to the amount specified in §7(A) as Total Grant Amount. Grantee agrees to expend Grant Funds by the specified expiration date(s).
- 5.2. **Payment Schedule.** Grantee shall submit a request for reimbursement for grantee and all subrecipients, at a minimum, on a quarterly basis. All requests shall be for eligible expenses, as described in §5.5 below, and in accordance with §4 Project Budget, using the State-provided form and accompanied by supporting documentation equal to 100% of reimbursement request.
- 5.3. **Matching/Other Funds.** Matching funds are not required for this Grant.
- 5.4. **Indirect Cost Rate.** (mark one)
- Federally negotiated rate
- De minimis (10%)
- No Indirect Cost Rate (grantee may cost allocate administrative costs/expenses)
- 5.5. **Eligible Expenses.** Expenses eligible for reimbursement under this Grant Award include the following:
- Direct Personnel and Fringe Benefits
- Direct Operating – Travel and Training
- Direct Operating – Supplies
- Direct Operating – Facilities and Administration
- Direct Operating – Services (does not include subrecipients)
- Direct Operating – Other \_\_\_\_\_
- Subrecipients / Subcontractors
- Indirect Cost Rate – Federally Negotiated (documentation of rate MUST be provided)
- Indirect Cost Rate – 10% de minimis rate



CSBG 24-026 - Gunnison County 2024-2026

## 6. PERSONNEL

- 6.1. **Replacement.** Grantee shall immediately notify the State if any personnel specified in §6 of this **Exhibit B** cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.
- 6.2. **Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Elizabeth Holena, Wellness/Enforcement Services Manager, (elizabeth.holena@state.co.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this §6. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.
- 6.3. **Other Personnel.** **Joni Reynolds, Executive Director, (jreynolds@gunnisoncounty.org)**.

## 7. ADMINISTRATIVE REQUIREMENTS

- 7.1. **Accounting.** Grantee shall maintain properly segregated accounts of Grant Funds and other funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Description and Budget.
- 7.2. **Applicant/Participant Privacy.** Grantee must establish internal policies to protect the privacy of applicants and participants. Paper records must be secured and access to records limited to appropriate staff. Electronic records must also be protected with access limited to appropriate staff.
- 7.3. **Fraud.** The U.S. Government Accountability Office (GAO) maintains FraudNet, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. To report the possible misuse of Federal funds, the e-mail address is [fraudnet@gao.gov](mailto:fraudnet@gao.gov), the fax number is 202-512-3086 and the mailing address is GAO, FraudNet, 441 G Street N.W., Washington, D.C. 20548.
- 7.4. **Grant Modification.** Any modifications of this Grant shall be in accordance with §18(D) of the Grant Award Letter Terms and Conditions.
- 7.5. **Compliance with CSBG Program Requirements.** Grantee agrees to comply with all requirements contained in the Community Services Block Grant Act and any subsequent amendment and/or reauthorization, any and all program requirements mandated by the Federal Awarding Agency and/or the State, and all requirements detailed in **Exhibit C**.
- 7.6. **Reporting.** Grantee shall submit the required reports to DOLA using the State-provided forms. A list of the required reports, report templates, and due dates are posted to the DOLA CSBG Grantee Resources Page (<https://dlg.colorado.gov/community-services-block-grant-csbg>). DOLA may withhold payment(s) if such reports are not submitted timely.
- 7.7. **Monitoring.** The State shall monitor this Grant through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Grantee and/or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management and other requirements of the CSBG Act and this Grant have been met.
- 7.8. **Subrecipient Monitoring.** Grantee shall monitor Subrecipient(s) annually during the term of this Grant. Documentation of monitoring results must be made available to the State upon request.
- 7.9. **Mileage Reimbursement Protocol.** Mileage reimbursements, when allowable, are capped at the per-mile rate approved by the IRS at the time of travel.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



## **EXHIBIT C - FEDERAL PROVISIONS**

### **1. APPLICABILITY OF PROVISIONS.**

- 1.1.** The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2** These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### **2. DEFINITIONS.**

- 2.1.** For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1.** “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2.** “Entity” means:
    - 2.1.2.1.** a Non-Federal Entity;
    - 2.1.2.2.** a foreign public entity;
    - 2.1.2.3.** a foreign organization;
    - 2.1.2.4.** a non-profit organization;
    - 2.1.2.5.** a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6.** a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7.** a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8.** a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3.** “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.4.** “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.5.** “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.6.** “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
  - 2.1.7.** “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.

CSBG 24-026 - Gunnison County 2024-2026

- 2.1.8.** “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1.** Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.8.2.** Is not organized primarily for profit; and
  - 2.1.8.3.** Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9.** “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10.** “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11.** “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12.** “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13.** “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14.** “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15.** “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1.** Salary and bonus;
  - 2.1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not

CSBG 24-026 - Gunnison County 2024-2026

discriminate in favor of Executives and are available generally to all salaried employees;

- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### 3. COMPLIANCE.

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

### 4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.Gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

### 5. TOTAL COMPENSATION.

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

CSBG 24-026 - Gunnison County 2024-2026

**5.1.1.** The total Federal funding authorized to date under the Award is \$30,000 or more; and

**5.1.2.** In the preceding fiscal year, Grantee received:

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

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

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

**6. REPORTING.**

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

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

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

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

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

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

**8.1.1.** To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (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:

**8.1.1.1.** Subrecipient Unique Entity ID;

CSBG 24-026 - Gunnison County 2024-2026

- 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM; and
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**10. ACCESS TO RECORDS.**

CSBG 24-026 - Gunnison County 2024-2026

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

## **11. SINGLE AUDIT REQUIREMENTS.**

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

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

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

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

## **12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

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



- 12.1.1.** [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.
- 12.1.2.** [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3.** Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into 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,” 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.
- 12.1.4.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5.** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal 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.
- 12.1.7.** 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.
- 12.1.8.** Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

### **13. CERTIFICATIONS.**

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

### **14. EXEMPTIONS.**

- 14.1.** These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2.** A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

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

CSBG 24-026 - Gunnison County 2024-2026

- 15.2.** Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1.** By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 15.2.2.** By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  - 15.2.3.** By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 15.2.4.** By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 15.2.5.** By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



CSBG 24-026 - Gunnison County 2024-2026

**OPTION LETTER #Insert # Here**

**SIGNATURE AND COVER PAGE**

<b>State Agency:</b> Department of Local Affairs (DOLA)	<b>DLG Portal Number</b> Insert DLG Portal number for this Project	<b>Option Letter CMS Number</b> Insert CMS number for this Amendment
<b>Grantee</b> Insert Grantee's Full Legal Name	<b>Previous CMS #(s)</b> Insert CMS number for orig Agreement, and any prior chg docs	
<b>Project Number and Name</b> Insert DOLA's project number and name	<b>Grant Amount</b> Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 <b>Total Grant Amount: \$Insert total award to date</b>	
<b>DOLA CSBG Program Manager</b> Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
<b>DOLA CSBG Program Assistant</b> Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
<b>Funding Account Codes</b> Enter CTGG1 number	<b>Program Name</b> Community Services Block Grant (Place here the DocuSign 1st Acctg Group Dropdown for "CSBG")	
<b>Prior Grant Agreement Expiration Date</b> Month Day, Year	<b>Current Grant Agreement Expiration Date</b> Month Day, Year	

**THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER**

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

**STATE OF COLORADO**  
**Jared S. Polis GOVERNOR**  
**Colorado Department of Local Affairs**

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

Maria De Cambra, Executive Director

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

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

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

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

Beulah Messick, DOLA Controller Delegate

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

CSBG 24-026 - Gunnison County 2024-2026

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (use this option for Extension of Time)
  - b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**.

b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **ending dollar amt**. The Budget table in **Section 4 of Exhibit B** is deleted and is replaced with the following :

**4.1.1. Project Budget**

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 202x	1	Program Year 202x - FORM -(1/1/202x -9/30/202x) (CSxxxx)	\$0	\$0	\$ 0.00
Formulaic 202x	2	Program Year 202x - FORM - (1/1/202x -9/30/202x) (CSxxxx)	\$0	\$0	\$ 0.00
Discretionary 202x	3	Program Year 202x - DISC - (1/1/202x -9/30/202x) (CSxxxx)	\$0	\$0	\$ 0.00
<b>TOTALS</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

# Official Chief Elected Official Authorization Form Board Action taken on

9-5-2023

Date

Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.

---

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.

Public Entities/Countries:

  
Signature, Chief Elected Official

Liz Smith  
Name (typed or printed)

Acting Chair, Gunnison Co.  
Title Board of County Commissioners

9-26-2023  
Date

---

Private Entities/COG's:

\_\_\_\_\_  
Signature, Governing Board  
President/Chairperson

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





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

---

**Agenda Item:** Contract Amendment #4; Contract No 23 IBEH 174456;

---

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Gunnison County and Colorado Department of Behavioral Health

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

**Summary:**

Amended JBBS Contract to include the addition of \$8000 to budget

**Fiscal Impact:**

**Submitted by:** Josh Ashe

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

---

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/26/2024

---

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 9/26/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/26/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

---



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to update and replace the following exhibit with the most current version for Fiscal Year 2025: the Exhibit B-3, Budget.

This amendment increases the FY25 Budget by \$8,000 for Substance Use Disorder Treatment funds resulting in a new FY25 Budget of \$167,565.00.

**5. MODIFICATIONS**

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

- A. 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. REPLACE Exhibit B-3, Budget, with Exhibit B-4, Budget, attached and incorporated by reference.

**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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



**EXHIBIT B-4, FY25 ANNUAL BUDGET**

<b>BHA Program</b>	JBBS
--------------------	------

<b>Agency Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2024 - June 30, 2025
<b>Project Name</b>	JBBS

<b>Program Contact, Title</b>	Adam Murdie, Sheriff
<b>Phone</b>	970-641-7657
<b>Email</b>	<a href="mailto:amurdie@gunnisoncounty.org">amurdie@gunnisoncounty.org</a>
<b>Fiscal Contract, Title</b>	Jody Wisem, Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>
<b>Date Completed</b>	August 21, 2024

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	\$98,952.00
Mental Health Treatment	State General Fund	\$68,613.00
<b>Total Contract</b>		<b>\$167,565.00</b>

**JBBS RATE SCHEDULE**

**Statewide Maximum Salaries**

Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.

Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$84,872/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$68,959/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$63,654/year
Case Manager (CM) *	\$58,349/year
Certified Addiction Technician (CAT)	\$44,558/year
Physician Assistance (PA) *	\$127,308/year
MD/DO *	\$266,569/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$103,538/year
Pre-sentence Coordinator *	\$72,100/year
Pharmacist (Pharm-D)	\$135,891/year
Registered Nurse *	\$76,385/year
Data Entry Clerk	\$42,436/year
Peer Support Specialist	\$36,050/year
Qualified Medication Administration Person (QMAP)	\$15.97/hour

\*BHA will reimburse salaries up to the state maximum

\*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA

**Travel**

Mileage (IRS rate)	\$0.67/mile
--------------------	-------------

**Operating Expenses**

Maximum total percentage of contract budget	10%
---	-----

Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses

BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA

**Indirect Expenses**

Maximum total percentage of contract budget	10%
---	-----

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA

**RECOVERY SUPPORT SERVICES**

Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	

Educational Costs ( books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client
<b>* BHA may consider other expenses pending justification from jails and written pre-approval by BHA</b>	
<b>MEDICATIONS</b>	
<b>Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.</b>	
<b>Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at <a href="https://www.colorado.gov/hcpf/pharmacy/resources">https://www.colorado.gov/hcpf/pharmacy/resources</a></b>	
<b>Medication</b>	<b>Rate</b>
Methadone	\$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Sublocade (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 03\_04\_2024

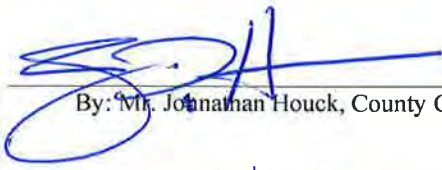
## CONTRACT AMENDMENT #3

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Behavioral Health Administration	<b>Original Contract Number</b> 23 IBEH 174456
<b>Contractor</b> Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department	<b>Amendment Contract Number</b> 25 IBEH 188977
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2023                      \$155,200.00	<b>Contract Performance Beginning Date</b> July 1, 2022
Extension Terms State Fiscal Year 2024                      \$164,500.00 State Fiscal Year 2025                      \$159,565.00	<b>Current Contract Expiration Date</b> June 30, 2025
<b>Total for All State Fiscal Years</b> \$479,265.00	

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department</p> <div style="text-align: center;">                   By: <u>Mr. Jonathan Houck, County Commissioner</u> </div> <p style="text-align: center;">Date: <u>4/16/24</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">DocuSigned by: <u>Dannette R Smith</u> <small>C6461F937C9842D...</small></p> <p style="text-align: center;">By: <u>Dannette R. Smith, Commissioner, Behavioral Health Administration</u></p> <p style="text-align: center;">Date: <u>5/16/2024</u></p>
<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">DocuSigned by: <u>Toni Williamson</u> <small>D2A31DFB619C416</small></p> <p style="text-align: center;">By: <u>Toni Williamson / Telly Belton</u></p> <p style="text-align: right;">Amendment Effective Date: <u>5/20/2024</u></p>	

**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**

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to update and replace the following exhibits with the most current versions for Fiscal Year 2025 contract extension and renewal: Exhibit A-2, Statement of Work, the Exhibit B-2, Budget, and the Exhibit C-1, Miscellaneous Provisions.

**5. MODIFICATIONS**

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

- A.** The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B.** The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



- C. REPLACE Exhibit A-2, Statement of Work with Exhibit A-3, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-3, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, attached and incorporated by reference.

**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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

## **Exhibit A-3 - Statement of Work Jail Based Behavioral Health Services (JBBS) FY25**

### **Definitions and Acronyms**

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

**“Agonists”** Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.

**“Antagonists”** An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.

**“Behavioral Health Administration”** The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.

**“Certified Addiction Specialist” - CAS** (Formerly CAC II & III) requires a Bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

**“Certified Addition Technician” - CAT** (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

**“Critical Incidents”** means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

**“Forensic Navigators”** are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

**“GAIN”** is the Global Appraisal of Individual Needs Assessment

**“LAC”, or Licensed Addiction Counselor**, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addictions profession.

**“LCSW”, or Licensed Clinical Social Worker**, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

**“LMFT”, or Licensed Marriage and Family Therapist** help couples and family members manage problems within their relationships.

**“LPC”, or Licensed Professional Counselor**, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

**“Long Acting Injectable (LAI)”** is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

**“Memorandum of Understanding”, or MOU**, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

**“Partial Agonists”** Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

**“Regional Accountable Entity”** is responsible for building networks of providers, monitoring data and coordinating members' physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

**“Screening Tools”** are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, brain injuries or substance use.

## Exhibits

**A: Statement of Work** - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

**B: Budget** - outline of the projected cost/expenses of the project.

**C: Miscellaneous Provisions** - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

**D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum** - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

### PART ONE - GENERAL PROVISIONS

#### Article 1

#### General Administration

**1.1 Overall Goal.** The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.

**1.2 Participation / Catchments.** County Sheriff's may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. It is the recommendation of the BHA that each county has their own contract. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of Exhibit C, Miscellaneous Provisions, Section II.

**1.3 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, Round Tables and Learning Communities, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

**1.4 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic program coordination group

meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary.

The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
- d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
- e. Resolve ongoing challenges to program effectiveness
- f. Inform agency leaders and other policymakers of program costs, developments, and progress
- g. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision
- h. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group
- i. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

**1.5 Subcontractors.** The JBBS Program requires a subcontract or an MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

**1.6 Audits.** As a participant in the JBBS program, participation in regular audits may be required. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where treatment services are being provided.

**1.7 Recovery Support Services.** SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.8 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>. The Contractor shall also make reasonable accommodations to meet the needs of Individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.9 Medication Consistency.** Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF. If requested by the BHA, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available

on the HCPF Website at <https://hcpf.colorado.gov/pharmacy-resources>. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

**1.10 JBBS Crisis Intervention** It is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) when they occur. This should not interfere with current JBBS services that are actively being administered, but in the event that an individual is experiencing a crisis.

## **Article 2 Confidentiality and HIPAA / 42 CFR Part Two**

### **2.1 HIPAA Business Associate Addendum / Qualified Service Organization**

**Addendum.** The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit D of this Contract.

### **2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.**

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

**2.3 Information Sharing.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

**2.4 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

a. **Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. **Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The

Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that each participating jail have a universal release of information (ROI) for JBBS clients to sign to ensure appropriate continuity of care.

### **Article 3 Financial Provisions**

**3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See Exhibit B, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

**3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to [cdhs\\_BHApayment@state.co.us](mailto:cdhs_BHApayment@state.co.us) by the 20th of the following month.

**3.3 Procurement Card.** BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement Cards.

**3.4 Proportional Reduction of Funds.** The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

**3.5 Fiscal Agent County Responsibilities.** Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

**3.6 Other Financial Provisions,** including invoicing instructions can be found in Exhibit C, Miscellaneous Provisions.

## **PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES**

### **Article 1**

#### **Purpose and Target Population**

**1.1 Purpose.** The goal of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with

substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## **Article 2 Activities and Services**

### **2.1. Licensed Substance Use Disorder Treatment Requirements.**

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
- e. Each individual's treatment / transition plan shall incorporate:
  - i. Summary of the continuum of services offered to individuals based on evidence based curricula.
  - ii. Frequency and duration of services offered.
  - iii. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.
  - iv. The individual's natural communities, family support, and pro-social support.

## **Article 3 Standards & Requirements**

**3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund



legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

**3.2 Level of Program Care.** Services offered by the Contractor hereunder shall meet ASAM Level 1.

## **Article 4 Data Reporting**

**4.1** Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or other database as prescribed by BHA:

- a. A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- d. Number of individuals who successfully transition to community based services upon release.
- e. Program discharge outcomes and treatment status in the community after discharge.

**4.2** The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issue. The Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's database access will need to be deactivated.

## **Article 5 Performance Measures**

### **5.1 Performance Measures.**

a. Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database

or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

- i. Deceased – In the event of death of the individual post-release.
  - ii. In Treatment – Individual is engaged in community based treatment services as recommended in the transition plan.
  - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
  - iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
  - v. Not in Treatment – Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
  - vi. Status Unknown – Individual cannot be located.
  - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
- i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
  - ii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
  - iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

## **Article 6 Deliverables**

**6.1** For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

## **PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition

case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2023, there are JBBS programs in 48 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other BHCounty Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## **Article 2 Activities & Services**

**2.1 Services.** It is best practice that all jails should be utilizing evidence-based screening

tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.
- f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every three months thereafter, to track progress. Other site-specific tools may also be utilized in addition to the GAIN.

**2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.
- b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**2.3 Evidence-Based Practices.** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

**2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

### **Article 3 Standards and Requirements**

**3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider(s)/individual(s) must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

### **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

## **PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

The intention of this position is to work to enhance and improve care coordination for individuals in county jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful, long term interventions by behavioral health treatment staff. This position is responsible for facilitating communication and collaboration between judicial and behavioral health systems.

**1.2 Target Population.** Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer (three or more arrests in a year).

### **Article 2 Activities & Services**

**2.1 JBBS Pre-Sentence Reentry Coordinator Services.** The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce

the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

- a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
- b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.
- c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model [https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)
- d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-Sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.
- e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
- f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments.

## **2.2 Service Provision.**

- a. A report of high jail utilizers should be run every five to seven days. Based on this list, JBBS staff should review those who would not qualify for pre-sentence reentry coordination services. This could include, but is not limited to, Department of Corrections holds, out of county warrants, serious violent crimes.
- b. Once that list is reviewed, the PSC should meet with those individuals to identify their needs. The BHA recommends using the Risk-Need Responsivity Simulation Tool. [https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)
- c. Based on the information gathered through this tool (and other information where applicable), the presentence coordinator should be creating a discharge packet that should be given to the individual upon their release.
- d. A discharge plan should include (but is not limited to) referral/resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.
- e. If the individual wants their discharge plan shared with any of the referral community agencies, they will need to sign a release of information.
- f. If an individual is sentenced, it is expected that the presentence coordinator helps them with appointments in the community prior to their release. This can also include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment

programs. If a client reports opiate use, they should be referred to medical for the appropriate MAT services.

g. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

**2.3 Data Accessibility.** The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS) in order to target the high jail utilizers.

**2.4 Data Entry.** All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what services are being provided.

### **Article 3 Deliverables**

3.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

## **PART FIVE - MEDICATION ASSISTED TREATMENT**

### **Article 1**

#### **Purpose & Target Population**

**1.1 Purpose.** Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanil related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-Assisted Treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

**1.2 Target Population.** Adults 18 years of age and older, residing in county jail(s).

### **Article 2 Activities & Services**

**2.1 Provision of Medication-Assisted Treatment.** Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists,

partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to the assigned JBBS Program Manager prior to MAT services being provided.
- b. Identify program appropriate individuals via evidence based screening.
- c. Link persons with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

**2.2 Allowable Expenses.** The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the "medications" section in Exhibit B.\

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services.



## **Article 3 Standards and Requirements**

### **3.1 Program Policies and Plans.**

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.
- c. Jails are expected to provide a plan to the BHA by December 31, 2024 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan should include how they will continue to provide MAT services and funding source. Counties are encouraged to use county funding available from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.

### **3.2 License Requirements.**

- a. Providers licensed as an Opioid Treatment Program (OTP) shall adhere to various elements and sections of 2 CCR 502-1 Behavioral Health Rules including but not limited to 21.320 Opioid Treatment Programs (OTP) and 21.300 Licensing of Substance Use Disorder Programs Using Controlled Substances.
- b. All BHA-licensed agencies (including OTPs) storing and dispensing from stock controlled substances for the purpose of treating a substance use disorder or withdrawal from a substance use disorder shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

**3.3 Level of Program/Care.** OTPs seeking a Controlled Substance License must also apply for approval to operate as a Behavioral Health Entity (BHE), identifying which ASAM level of care they will choose to operate at and follow BHA regulatory guidelines that define that level of care within 2 CCR 502-1.

## **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

## **PART SIX - JBBS PROGRAM DELIVERABLES Article 1**

### **1.1 Deliverables for All JBBS Programs**

- a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.
- b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB August 1, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)
- c. JBBS Database Reporting.
  - i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:  
<https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA.  
All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.
- d. Data Entry shall include:
  - i. Basic individual demographic and working diagnosis information.
  - ii. Booking date (date that the individual was booked into jail).
  - iii. Screening date and results
  - iv. Admission date (date that individual began receiving JBBS services).
  - v. Individual-level services provided (date of service, type of service, duration of service, and any additional information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
  - vi. Date, duration, and participants who attended for treatment or case management group sessions.
  - vii. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
  - viii. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
  - ix: The contractor shall utilize the *Health Information Exchange* platform (if available in the jail) that serves to provide an additional relevant source of longitudinal health data that can inform & support better treatment options, coordination of care and a better understanding of the whole health of each individual so they can provide the safest and most effective treatment recommendations.
- e. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:
  - i. Encounters are due by the last business day of each month for all services provided during the previous month.
  - ii. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

iii. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details:

[https://www.google.com/url?q=https://bha.colorado.gov/sites/bha/files/documents/FINAL%2520Protocol%25201%2520Amendment%25208%2520SSCs%2520and%2520Eligibility%2520October%25202022%2520%25281%2529\\_0.pdf&sa=D&source=docs&ust=1709671223916104&usq=AOvVaw0TLJg4bpMoZBfrGf6F2INE](https://www.google.com/url?q=https://bha.colorado.gov/sites/bha/files/documents/FINAL%2520Protocol%25201%2520Amendment%25208%2520SSCs%2520and%2520Eligibility%2520October%25202022%2520%25281%2529_0.pdf&sa=D&source=docs&ust=1709671223916104&usq=AOvVaw0TLJg4bpMoZBfrGf6F2INE)

f. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

g. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an encrypted email to cdhs\_ci\_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

- i. Date and time of incident.
- ii. Location of the incident.
- iii. The nature of the incident.
- iv. How the incident was resolved.
- v. Name[s] of staff present.
- vi. Whether the incident resulted in any physical harm to the participant or any staff.

h. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs\_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

i. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

j. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

k. Plan of Action. Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, may be asked to submit a plan of action to improve program performance for the current or following fiscal year.

l. Monthly BHA Invoice. Invoices will be submitted to cdhs\_bhpayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting financial documentation is also required to be submitted along with the invoice.

m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

n. Behavioral Health Screenings:

- i. Individuals involved in the JBBS program are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment.

**1.2 Additional Deliverables Related to Jail Medication-Assisted Treatment**

- a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.
- b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). Contact JBBS Program Manager for additional information on creating MAT policies.
- c. Barrier Reports. If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.
- d. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a MAT work plan describing how the funds will be used.
- e. Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager.
- f. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.
- g. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part Six, Table 1, page 19. Data shall be entered in the JBBS (Civicore) database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.
- h. Medication Compliance - Number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings.

**Table 1**

**Below is the deliverables table required by BHA for each JBBS related service.**

<b>Program</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Responsible Party</b>	<b>Deliver to</b>
All	Send BHA copies of all proposed subcontracts	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Provide work plan	With budget submission	Contractor	cdhs_jbbs@state.co.us
All	Submit BHA invoice & supporting financial documents	By the 20th of the following month	Contractor	cdhs_obhpayment@state.co.us
All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_ci_obh@state.co.us
All	Provide JBBS annual report	8/1/25	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	Ongoing / As Needed	BHA	Locations TBD

All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
All	Program specific data	Ongoing	Contractor or designated subcontractor	Civcore database
All	Workgroup attendance	Ongoing	Contractor, subcontractors, clinicians	Virtual formats - invites will be provided by JBBS program managers
MAT	Provide jail MAT program policies and procedures	Prior to MAT services being provided	Contractor	cdhs_jbbs@state.co.us

## JBBS Work Plan

### 1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2024 - June 30, 2025

### 2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - Creating context and establishing the problem, helps explain why you need the solution. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...
- iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

### 3. Establish Your Goals and Objectives. Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
- ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
- v. What security protocol and reporting requirements are expected from the treatment provider?

- vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- vii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. Define and Coordinate Your Resources:

- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
- ii. Describe how you plan to link offenders with community services upon their release from custody.

5. Understand Your Constraints: Are there any obstacles that are going to get in the way of providing these services?

- i. Examine if there are any barriers to treatment within the jail? Within the community?
- ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. Discuss Risks and Accountability: Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

- i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
- ii. The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.





**EXHIBIT B-3, FY25 ANNUAL BUDGET**

<b>BHA Program</b>	JBBS
--------------------	------

<b>Agency Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2024 - June 30, 2025
<b>Project Name</b>	JBBS

<b>Program Contact, Title</b>	Adam Murdie, Sheriff
<b>Phone</b>	970-641-7657
<b>Email</b>	<a href="mailto:amurdie@gunnisoncounty.org">amurdie@gunnisoncounty.org</a>
<b>Fiscal Contract, Title</b>	Jody Wisem, Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>
<b>Date Completed</b>	March 25, 2024

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	\$90,952.00
Mental Health Treatment	State General Fund	\$68,613.00
<b>Total Contract</b>		<b>\$159,565.00</b>

**JBBS RATE SCHEDULE**

**Statewide Maximum Salaries**

Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.

Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$84,872/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$68,959/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$63,654/year
Case Manager (CM) *	\$58,349/year
Certified Addiction Technician (CAT)	\$44,558/year
Physician Assistance (PA) *	\$127,308/year
MD/DO *	\$266,569/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$103,538/year
Pre-sentence Coordinator *	\$72,100/year
Pharmacist (Pharm-D)	\$135,891/year
Registered Nurse *	\$76,385/year
Data Entry Clerk	\$42,436/year
Peer Support Specialist	\$36,050/year
Qualified Medication Administration Person (QMAP)	\$15.97/hour

\*BHA will reimburse salaries up to the state maximum

\*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA

**Travel**

Mileage (IRS rate)	\$0.67/mile
--------------------	-------------

**Operating Expenses**

Maximum total percentage of contract budget	10%
---	-----

Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses

BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA

**Indirect Expenses**

Maximum total percentage of contract budget	10%
---	-----

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA

**RECOVERY SUPPORT SERVICES**

Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child

Clothing	
Educational Costs ( books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client
<b>* BHA may consider other expenses pending justification from jails and written pre-approval by BHA</b>	
<b>MEDICATIONS</b>	
<b>Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.</b>	
<b>Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at <a href="https://www.colorado.gov/hcpf/pharmacy/resources">https://www.colorado.gov/hcpf/pharmacy/resources</a></b>	
<b>Medication</b>	<b>Rate</b>
Methadone	\$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Sublocade (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 03\_04\_2024

## **Exhibit C-2 Miscellaneous Provisions**

### **I. General Provisions and Requirements**

#### **A. Finance and Data Protocols**

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

#### **B. Marketing and Communications**

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

#### **C. Start-up Costs**

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

F. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
  - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
  - b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
  - c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

### G. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [CDHS\\_BHAdeliverables@state.co.us](mailto:CDHS_BHAdeliverables@state.co.us) by August 31 annually:
  - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
  - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

H. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at [CDHS\\_BHAdeliverables@state.co.us](mailto:CDHS_BHAdeliverables@state.co.us).
  2. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

- B. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
  2. Responsibilities to the program (policy and/or operational)
  3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
  4. A copy of this Contract and all its terms and conditions.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS\_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

### III. Financial Requirements

- A. Funding Sources
1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.
- B. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.
- C. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
  2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
  3. All payment requests shall be submitted electronically to CDHS\_BHApayment@state.co.us
  4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
  5. Final invoices are due no later than August 30th.

6. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.
7. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
8. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS\_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.





**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, 2023, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to update and replace the following exhibits with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-1, Statement of Work, the Exhibit B-1, Budget, the Exhibit E, Supplemental Provisions for Federal Awards, and the Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS.

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

- C. REPLACE Exhibit A-1, Statement of Work with Exhibit A-2, Statement of Work, attached and incorporated by reference.
- D. REPLACE Exhibit B-1, Budget with Exhibit B-2, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit E, Supplemental Provisions for Federal Awards with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
- F. REPLACE Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS with Exhibit F-1, SLFRF, Subrecipient Provisions Exhibit -CDHS, attached and incorporated by reference.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

## Exhibit A-2 - Statement of Work

### Jail Based Behavioral Health Services (JBBS)

#### Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

**“Agonists”** Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.

**“Antagonists”** An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.

**“Behavioral Health Administration”** The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs. The BHA was previously known as the Office of Behavioral Health (OBH).

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>These

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

**“Certified Addiction Specialist” - CAS (Formerly CAC II & III)** requires a Bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

**“Certified Addition Technician” - CAT (Formerly CAC I)** requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

**“Critical Incidents”** means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

**“Forensic Navigators”** are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

**“LAC”**, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction's profession.

**“LCSW”**, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

**“LMFT”**, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

**“LPC”**, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

**“Long Acting Injectable (LAI)”** is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

**“Memorandum of Understanding”**, or MOU, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

**“Partial Agonists”** Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

**“Regional Accountable Entity”** is responsible for building networks of providers, monitoring data and coordinating members' physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

**“Screening Tools”** are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-

depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

### Exhibits

**A: Statement of Work** - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

**B: Budget** - outline of the projected cost/expenses of the project.

**C: Miscellaneous Provisions** - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

**D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum** - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

**E. Supplemental Provisions for Federal Awards** - provide guidelines on being considered a subrecipient and the federal requirements.

**F. SLFRF, Subrecipient Provisions Exhibit - CDHS** - provide information on the requirements established by the U.S. Department of treasury for use of the State and Local Fiscal Recovery Funds.

## PART ONE - GENERAL PROVISIONS

### Article 1

#### General Administration

**1.1 Overall Goal.** The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.

**1.2 Participation / Catchments.** County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

**1.3 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

**a.** BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

**1.4 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

- a. Oversee program implementation.
- b. Make training recommendations.
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
  - ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected.
- d. Resolve ongoing challenges to program effectiveness.
- e. Inform agency leaders and other policymakers of program costs, developments, and progress.
- f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- g. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group.
- h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

**1.5 Subcontractors.** The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

**1.6 Audits.** As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

**1.6** The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

**1.7** The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

**1.8 Recovery Support Services.** SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.9** The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

**1.10 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>

**1.11** The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.12 Medication Consistency (C.R.S. 27-70-103)**

- a. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
- d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds.

**Article 2**

**Confidentiality and HIPAA / 42 CFR Part Two**

**2.1 HIPAA Business Associate Addendum / Qualified Service Organization**

**Addendum.** The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

**2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.**

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any

program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

**2.3 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

**a. Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

**b. Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

### **Article 3 Financial Provisions**

**3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

**3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to [cdhs\\_BHApayment@state.co.us](mailto:cdhs_BHApayment@state.co.us) by the 20th of the following month.

**3.3 Procurement Card.** BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

**3.4 Proportional Reduction of Funds.** The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

**3.5 Fiscal Agent County Responsibilities.** Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.



**3.6** Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

## **PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES**

### **Article 1**

#### **Purpose and Target Population**

**1.1 Purpose.** As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the “Parties”. The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff’s in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

### **Article 2**

#### **Activities and Services**

##### **2.1. Licensed Substance Use Disorder Treatment Requirements.**

- a.** Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b.** Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c.** Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d.** Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
  - i.** Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.
- e.** Each individual’s treatment / transition plan shall incorporate:

- i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
- ii. Frequency and duration of services offered.
- iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
- iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI) for individuals who are enrolled and participating in JBBS for at least 30 days.
- v. The individual's natural communities, family support, and pro-social support.
- vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
- vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

### **Article 3 Standards & Requirements**

**3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

**3.2 Level of program care.** Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

### **Article 4 Data Reporting**

**4.1** Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or another database as prescribed by BHA:

- a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

- d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- e. Number of individuals who successfully transition to community-based services upon release.
- f. Program discharge outcomes and treatment status in the community after discharge.

**4.2** The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

**4.3** Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

## **Article 5 Performance Measures**

### **5.1 Performance Measures:**

- a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six- and 12-months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
  - i. Deceased – In the event of death of the individual post-release.
  - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
  - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
  - iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
  - v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
  - vi. Status Unknown – Individual cannot be located.
  - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
  - i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

ii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.

iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

## **Article 6 Deliverables**

**6.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

## **PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they

may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## **Article 2 Activities & Services**

**2.1 Services.** It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

**2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.

b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**2.3 Evidence-Based Practices.** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

**2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

### **Article 3 Standards and Requirements**

**3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

### **Article 4 Deliverables**

4.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

## **PART FOUR - COMPETENCY ENHANCEMENT (SB 19-223)**

### **Article 1**

#### **Purpose & Target Population**

**1.1 Purpose.** In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

In July of 2022, the JBBS program (including Competency Enhancement Programs) moved to the Behavioral Health Administration (BHA). Because the Office of Civil and Forensic Mental Health (OCFMH) serves as a central organizing structure and responsible entity for the provision of competency restoration education services and coordination of competency restoration services ordered by the court, it was agreed that the JBBS-CEP program should return to the OCFMH.

- a. The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.
- b. Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at a CDHS designated inpatient restoration site.
- c. Coordination of services with the Forensic Support Team (FST) and, if assigned, Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

**1.2 Target Population.** Adults 18 years of age and older that are awaiting an in-custody competency evaluation, awaiting inpatient competency restoration services, are suspected of becoming incompetent to proceed while in jail, or are returning from a CDHS designated inpatient restoration site after receiving restoration services, and who meet any of the following criteria:

- a. Have a serious and persistent mental health disorder.
- b. Are experiencing acute psychosis or major mood dysregulation.
- c. Have substance use issues, especially if suspicion of intoxication is present.
- d. Have a low IQ or significant cognitive issues, including dementia, or observable and reported symptoms of mental illness.
- e. Have a known previous competency history.
- f. Have a Traumatic Brain Injury (TBI).

## **Article 2** **Activities & Services**

**2.1 Program Referral.** The Contractor shall refer individuals for competency enhancement services through one of the following ways:

- a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
- b. Upon return from a CDHS designated inpatient restoration site.
- c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work.
- d. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

**2.2 Court Ordered Treatment Level of Care Type.** Taking into consideration the court-ordered competency evaluation, current clinical presentation, any assessment or

evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three categories:

a. High Clinical Acuity:

- i. Non-compliant with medication, may require the use of forced medications.
- ii. Meets 27-65 criteria (i.e., threats or attempts at suicide or seriously bodily harm to self; homicidal or violent acts, attempts, or threats towards others; incapable of making informed decisions or providing for own essential needs without supervision placing themselves at risk for substantial bodily harm, aka gravely disabled)
- iii. Placed in a special management unit due to significant medical or behavioral health concerns.
- iv. Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods.
  1. Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)
  2. Significant risk behavior (unsafe behaviors, such as those listed above, of any type more than 50% of the time)
  3. Client has little or no insight into risks
  4. Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior
  5. Client who has no understanding of or control of behavior

These individuals are in need of immediate coordination of transfer to a CDHS designated inpatient restoration site or consideration for an alternative means of crisis intervention. They should have daily contact and access to crisis intervention and stabilization services. The Contractor will work with the FST Program Coordinator to appropriately triage admission or alternative intervention.

b. Moderate Clinical Acuity:

- i. Increased or decreased behaviors from either low acuity or high acuity units and/or monitoring
- ii. Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others)
- iii. Housing in the general population or transitioning from a special management unit
- iv. In general population with psychotropic medication compliance decreasing to less than 80% of the time
- v. Temporary medical conditions
- vi. Increased ability or willingness to perform activities of daily living from the previous baseline
- vii. Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)
  1. Client has a poor understanding of risks
  2. Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

These individuals should have daily contact with the jail medical and/or mental health team. Efforts shall be made to assist in the stabilization of these individuals through



clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT.

c. Low Clinical Acuity:

- i. Consistently taking psychotropic medication on their own accord (at least 80% of the time)
- ii. Ability to and willingness to perform activities of daily living.
- iii. Placed in the general population or general supervision cell (this may include individuals with cognitive disorders as opposed to severe mental illness)
- iv. Actively engaging in jail based behavioral health or other resources.
- v. Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

These individuals should have daily contact with the medical and/or mental health services team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. Based on clinical acuity, this population may be better suited for outpatient restoration. Competency enhancement program (CEP) should work with and/or refer these individuals to the Forensic Navigator for potential community transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

**2.3 Jail Identified Treatment Level of Care Type.** At booking, the Contractor shall identify individuals that are referenced in section 1.2 "Target Population" and provide treatment services while the individual is awaiting a court hearing. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking and referred for additional treatment services based upon the results of the screens. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by the Behavioral Health Administration (BHA) or Office of Civil and Forensic Mental Health (OCFMH):

- i. Substance Use Disorders
- ii. Mental Health Disorders
- iii. Suicide Risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician. Further assessment details shall be shared with the assigned Forensic Navigator(s), informing the Navigators when individuals are placed on or taken off safety protocols.

**2.4 Jail Mental Health Evaluation.** The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the "Target Population" referenced in section 1.2, either through the court-ordered referral process or

through the jail-identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

**2.5 Transition Plan.** The Contractor and assigned Forensic Navigator(s) shall work to ensure that a transition plan is developed with an individual upon transition to a OFCFMH designated inpatient restoration facility. The transition plan and report shall outline the following:

- a. Mental health diagnosis
- b. Level of Care type (if applicable)
- c. Current mental health presentation:
  - Symptoms
  - Medication adherence
  - Behaviors
  - Suicidal/homicidal ideations
- d. Prescribed psychotropic medications
- e. Any identifiable cognitive impairment(s)
- f. Treatment services received in jail
- g. Copy of the initial plan of care
- h. Placement within the jail
- i. Information related to community transition plans including emergency contacts and any pending community referrals
- j. Any known medical conditions

**2.6 Discharge Plan.** Upon the individual's return from an CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual's discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

**2.7 Outpatient Restoration Plan.** When the Contractor becomes aware that a client's competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry.

**2.8 Information Sharing.** The Contractor is expected to provide regular and frequent updates to the assigned Forensic Navigator(s). These updates should include clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, and attempted interventions to address unmanaged symptoms.

**2.9 Critical Incidents.** The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email or telephone immediately and no more than 24 hours after the event. Critical incidents include but are not limited to: death, suicide attempt, suicide

completion, escape, injury to self or others, assault on staff, sexual assault, and significant medical emergency resulting in hospitalization.

**2.10 Staff Coverage.** The Contractor will ensure that appropriate staff coverage is available (back up clinicians, etc....) in order to cover unplanned absences or leave.

**2.11 Pre-Restoration Education.** The contractor will work with the FST to identify individuals who may be eligible for pre-restoration education. Pre-restoration education will be reserved for individuals who have been found incompetent to proceed, are awaiting admission to inpatient competency restoration, are deemed by the FST and JBBS as having moderate to low clinical acuity, are involved and engaged in jail-based treatment, and have barriers to bond.

## **PART FIVE - PRE-SENTENCE REENTRY COORDINATOR SERVICES**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

- a.** These positions will work to enhance and improve care coordination for individuals in County Jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful interventions by behavioral treatment staff.
- b.** These positions are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

**1.2 Target Population.** Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer.

### **Article 2 Activities & Services**

**2.1 JBBS Pre-Sentence Reentry Coordinator Services.** The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

- a.** Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
- b.** High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.

**c. Brief Intake Assessment.** The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model

[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)

**d. Open Referral Process.** The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.

**e. Intervention/Therapy.** The Contractor shall offer brief intervention and/or therapy to inmates as necessary.

**f. Coordinate Referral Information.** The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments. This position will also partner with Bridges Court Liaisons and Forensic Navigators, if applicable, to identify the competency population and link individuals to the necessary programming and services.

## 2.2 Service Provision

**a.** A list of high jail utilizers should be run every five to seven days. Based on this list, review those who wouldn't qualify for pre-sentence reentry coordination services. This could include Department of Corrections holds, out of county warrants, high profile murder charges.

**b.** Once that list is reviewed, the PSC should meet with those individuals to identify their needs. We suggest using the Risk-Need Responsivity Simulation Tool.

[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)

**c.** Based on the information gathered through this tool (and other information where applicable), the PSC should be creating a discharge packet that goes into the inmates property that should be given to them upon their release.

**d.** A discharge plan should include (but is not limited to) referral/resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.

**e.** If an individual will be fully engaging in JBBS services, additional screens for Mental Health, Substance Use Disorder, Trauma and TBI should be completed.

**f.** If the inmate wants their discharge plan shared with any of the referral community agencies, they will need to sign an ROI. If they don't want it shared, there is no need for an ROI.

**g.** If an individual is sentenced, it is expected that the PSC helps them with appointments in the community prior to their release. This can also include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they should be referred to medical for the appropriate MAT services.

**h.** Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

**2.3 Data Accessibility.** The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS). The purpose of the JMS access is to target the high jail utilizers.

**2.4 Data Entry.** All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what you're working with them on.

### **Article 3 Deliverables**

**3.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

## **PART SIX - JAIL MEDICATION ASSISTED TREATMENT**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanyl related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

**1.2 Target Population.** 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

### **Article 2 Activities & Services**

**2.1 Provision of Medication-Assisted Treatment.** Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services.

The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary.

The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information.

Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA/JBBS Program Manager, before MAT services are provided. See Part Eight, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

**2.2 Allowable Expenses.** The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the “medications” section in Exhibit B-3

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Small facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month’s expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services

### **Article 3 Standards and Requirements**

#### **3.1 Program Policies and Plans.**

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Eight, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

#### **3.2 License Requirements.**

- a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
- b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

**3.3 Level of Program/Care.** OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

### **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

## **PART SEVEN - JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** For those county jails who choose to accept SLFRF funds as it pertains to HB22-1326, the State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by this legislation as it pertains to Medication Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

This technical assistance is a menu of options for different technical assistance elements needed for jails including but not limited to: consulting related to staffing necessary to provide MAT services, including jail operations staff, medical staff, and behavioral health staff. This technical assistance should also include options as to what services are available to offenders upon their release from custody.

Those who will be assisted by the technical assistance are local county detention facilities (jails) throughout the state of Colorado. The state of Colorado has 64 counties, however, not all 64 counties have jails. The JBBS program is currently being offered in 49 county jails. Jail population sizes vary by county, with the largest populations being housed in the seven county Denver metro area jails.

**1.2 Target Population.** Colorado County Jails participating in the Jail Based Behavioral Health Services program with the Behavioral Health Administration annually contracting with the state of Colorado to receive these funds for the provision of jail based behavioral health services have access to these funds through their contracts.

## **Article 2 Definitions and Acronyms**

**Behavioral Health Administration (BHA)** represents one of Colorado's many steps towards strategic investments in improving the behavioral health system. The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

**Drug Enforcement Agency (DEA)** enforces the controlled substances laws and regulations of the United States and brings to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

**Jail Based Behavioral Health Services (JBBS)** The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.18-19-103 (5)(c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

**Medication Assisted Treatment (MAT)** is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.

## **Article 3 Activities and Services**

**3.1 Expanded Provision of Medication-Assisted Treatment Through Technical Assistance.** Contractors engaging JBBS funding shall access technical assistance to expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

**a.** Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted Treatment (MAT)



**b.** Contractor shall hire technical assistance (“TA”) providers to support MAT programs in their facility to address:

- i. Medication availability within the community.
- ii. Identifying bulk purchasing options for MAT related services.
- iii. DEA licensing services.
- iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be either sworn and civilian positions.
- v. Training services for jail staff as it relates to MAT.
- vi. Consultation services for jail staff and community providers as it relates to MAT.
- vii. Advertising, Marketing or Public Relations services regarding MAT services.
- viii. Human Services collaboration as it pertains to Medicaid enrollment prior to release from custody.
- ix. Translation services when needed as it pertains to MAT.
- x. Delivery of MAT medications.
- xi. Community re-entry services for offender transition

**c.** Contractor shall provide a **work plan** outlining the jail's intended use for the TA funding no later than 30 days from the date this amendment is executed.

**d.** Contractor shall submit a **policy** of the Jail's MAT protocols and procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to [cdhs\\_ibbs@state.co.us](mailto:cdhs_ibbs@state.co.us). A copy of this policy will be provided to BHA before MAT services are provided. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.

**e.** Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary

**f.** Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.

**g.** Contractor shall provide patient education surrounding SUD/MAT/ODU and the types of treatment available in their community.

**3.2 Allowable Expenses.** The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

- a.** Purchase technical assistance services identified in 3.1(b) above.
- b.** Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.
- c.** Fee for service agreements with contractors for treatment, medical staff, and medications.
- d.** Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.

- e. Jail payroll expenses for interventions, medical staff, and medications.

## **PART EIGHT - JBBS PROGRAM DELIVERABLES**

### **Article 1**

#### **1.1 Deliverables for All JBBS Programs**

**a. JBBS Work Plan.** Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

**b. Annual Report.** The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

#### **c. JBBS Database Reporting.**

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: <https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
- j. The Contractor or Contractor's designated subcontractor shall

complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

- a. Encounters are due by the last business day of each month for all services provided during the previous month.
- b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
- c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details.

**d. Workgroup Attendance.** BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

**e. Critical Incidents.** The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration via an encrypted email to [cdhs\\_ci\\_bha@state.co.us](mailto:cdhs_ci_bha@state.co.us), within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

- i. Date and time of incident.
- ii. Location of the incident.
- iii. The nature of the incident.
- iv. How the incident was resolved.
- v. Name[s] of staff present.
- vi. Whether the incident resulted in any physical harm to the participant or any staff.

**f. Copy of Proposed Subcontract.** The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_ibbs@state.co.us](mailto:cdhs_ibbs@state.co.us) within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

**g. Site Visits.** The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

**h. Monthly Contract Monitoring Tool.** The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

**i. Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

**j. Monthly BHA Invoice.** Invoices will be submitted to [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) by the 20th of the following month. Only one

month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

**k. Spending Projection Plan.** If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

**I. Behavioral Health Screenings:**

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories: Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.
- ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is *recommended* that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

**1.2 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services**

**a. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 8, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

- i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

**1.3 Additional Deliverables Related to Jail Medication-Assisted Treatment**

**a. Organizational Structure.** All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.

**b. Policies.** Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). Contact JBBS Program Manager for additional information on creating MAT policies.

**c. Barrier Reports.** If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.

**d. Work Plan and Budget Submission/Approval.** In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for

more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

**e. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 8, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

**1.4 Additional Deliverables Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

**a. Work Plan.** Contractor shall provide a work plan outlining the jail's intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.

**1.5 MAT Reporting Metrics Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

- a. Number of Individuals Served** - Number of unduplicated incarcerated individuals who have received MAT services (medication or service) under the JBBS umbrella. This metric will be reported quarterly effective July 1, 2023.
- b. Medication Compliance** - Number of individuals who have engaged in Jail-MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings. This metric will be reported quarterly effective July 1, 2023.
- c.** A template will be provided to each participating jail and will be requested on a quarterly basis by JBBS Program Manager(s).

**Table 1**

**Below is the deliverables table required by BHA, for each JBBS related service.**

<b>Program</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Responsible Party</b>	<b>Deliver to</b>
All	Provide annual work plan	By EOB May 1, for the following fiscal year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>

All	BHA invoice	By 20th of following month for previous month's expenses	Contractor	<a href="mailto:cdhs_BHApayment@state.co.us">cdhs_BHApayment@state.co.us</a>
All	Report critical incidents	Within 24 hours of incident	Contractor	<a href="mailto:cdhs_ci_BHA@state.co.us">cdhs_ci_BHA@state.co.us</a>
All	Provide JBBS annual report	By EOB July 31 of the current year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Workgroup attendance	Quarterly	Contractor	Locations TBD
All	Send BHA copy of vendor(s) subcontract(s)	Within 30 days of contract being signed	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Site Visits	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
Pre-sentence Reentry Coordinator Services	Data entry specific to Pre-Sentence Reentry Coordinator Services	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>
MAT	Organizational structure	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>

MAT	MAT Policies	Prior to MAT services being delivered	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Barrier Reports	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Data Entry Specific to MAT	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor or designated subcontractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>

### JBBS Work Plan

#### 1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2023 - June 30, 2024

#### 2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution*. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

- iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
  - ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
  - iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
  - iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
  - v. What security protocol and reporting requirements are expected from the treatment provider?
  - vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
  - vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
  - viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.
4. **Define and Coordinate Your Resources:**
- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
  - ii. Describe how you plan to link offenders with community services upon their release from custody.
5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?
- i. Examine if there are any barriers to treatment within the jail? Within the community?
  - ii. If so, it is possible to address these and, if so, how do you plan to do that?
6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.



i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended. Please use the template provided below to complete your work plan.

## **Jail Based Behavioral Services (JBBS) Program Work Plan Template**

Using the JBBS Statement of Work, please design a work plan based on the five (5) criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor (jail) will participate in:

### **1. Identify the Project Name, Purpose and Timeline**

- The Project Name ( \_\_\_ County JBBS)
- The Purpose
- The Timeline will be July 1, 2023 - June 30, 2024

### **2. Put Your Work Plan Into Context:**

- It is here where you will write an introduction and background of your JBBS program
- Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution!*
  - \* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statutes requirements, etc...
- Describe the overall goal of the JBBS program
  - \* Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...
- If your facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program

**3. Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
- How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- Which Recovery Support Services (RSS) are most needed in your community and/or catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs?
- What security protocol and reporting requirements are expected from the treatment provider?
- What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

**4. Define and Coordinate Your Resources**

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff)
- Describe how you plan to link offenders with community services upon their release from custody

**5. Understand Your Constraints:**

- Are there any obstacles that are going to get in the way of providing these services?
- Examine if there are any barriers to treatment within the jail? Within the community?
- If so, it is possible to address these and, if so, how do you plan to do that?

**6. Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.



**COLORADO**  
Behavioral Health  
Administration

**EXHIBIT B-2, FY24 ANNUAL BUDGET**

<b>BHA Program</b>	JBBS
--------------------	------

<b>Agency Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	JBBS

<b>Program Contact, Title</b>	Adam Murdie, Sheriff
<b>Phone</b>	970-641-7657
<b>Email</b>	<a href="mailto:amurdie@gunnisoncounty.org">amurdie@gunnisoncounty.org</a>
<b>Fiscal Contract, Title</b>	Jody Wisem, Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>
<b>Date Completed</b>	April 24, 2023

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	\$80,000.00
Mental Health Treatment	State General Fund	\$80,000.00
HB 22-1326 Technical Assistance	Federal Grant	\$4,500.00
<b>Total Contract</b>		<b>\$164,500.00</b>

JBBS RATE SCHEDULE	
<b>Statewide Maximum Salaries</b>	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
<b>*BHA will reimburse salaries up to the state maximum</b>	
<b>*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA</b>	
<b>Travel</b>	
Mileage (IRS rate)	\$0.66/mile
<b>Operating Expenses</b>	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
<b>Indirect Expenses</b>	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
<b>RECOVERY SUPPORT SERVICES</b>	
<b>Allowed Services *</b>	<b>Additional Notes</b>
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	

Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs ( books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client
<b>&amp;</b>	
<b>MEDICATIONS</b>	
<b>Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.</b>	
<b>Medication</b>	<b>Rate</b>
Methadone	\$18/day - Treatment, incl medication, integrated psychosocial, & medical support services
Naltrexone (oral)	\$39/day
Depot-naltrexone (injectable) (Vivitrol)	\$1,185/unit
Buprenorphine - 8mg tablet	\$28/month
Buprenorphine - 2mg tablet	\$19/month
Buprenorphine (transdermal film, ER) 5 mcg/hr	\$108/unit
Buprenorphine (transdermal film, ER) 7.5 mcg/hr	\$316/unit
Buprenorphine (transdermal film ER) 10 mcg/hr	\$135/unit
Buprenorphine (transdermal film ER) 15 mcg/hr	\$192/unit
Buprenorphine (transdermal film ER) 20 mcg/hr	\$230/unit
Naloxone (Narcan)	<b>\$20-\$40/dose - **Contact CDPHE for discounted rate**</b>
Vivitrol	\$1,185/unit; 100mg/0.5mL and 300mg/1.5mL (extended release) <b>Uninsured pricing cost</b>
<b>MEDICATIONS</b>	
<b>TECHNICAL ASSISTANCE / ALLOWABLE EXPENSES PURSUANT TO HB 22-1326</b>	<b>Pending approval of budget plans ( these federal funds must be used by June 30, 2024)</b>
DEA Licensing services	
Staffing services related to the implementation of MAT	
Training needs for staff as related to MAT	
Consulting services as it relates to MAT	
Advertising, marketing, or PR services as they relate to MAT	
Human Services collaboration as it pertains to Medicaid enrollment	
Translation services when needed	
Community reentry services for offender transition	
Delivery of MAT medications to the facility	

Revised 04\_25\_2023



### EXHIBIT E-1 - Supplemental Provisions for Federal Awards

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

#### 1) Federal Award Identification

- i. Subrecipient: County of Gunnison;
- ii. Subrecipient UEI number: NSN9FAGKEDJ9;
- iii. The Federal Award Identification Number (FAIN) is SLFRP0126;
- iv. The Federal award date is: July 1, 2021;
- v. The subaward period of performance start date is July 1, 2023, and end date is June 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 CDHS
<b>FY 2024 ARPA</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>

- vii. Federal award project description: provide recovery support services to target populations.
  - viii. The name of the Federal awarding agency is Substance Abuse and Mental Health Services Administration (SAMHSA); 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 for MHBG is: Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, [Steven.Fry@samhsa.hhs.gov](mailto:Steven.Fry@samhsa.hhs.gov);
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is American Rescue Plan Act, and dollar amount is \$3,000,000.00;
  - 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 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 Exhibit A-2, Exhibit B-2, and Exhibit F-1.

- 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 Exhibit A-2, Exhibit B-2, and Exhibit F-1.
- 4) Subrecipient's approved indirect cost rate is: **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 N/A.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

#### 8) Matching Funds

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

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

### 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1. 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, if 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 SUBRECIPIENT 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

V.4



## **EXHIBIT F-1 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)**

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to



V.4

update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

## **APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT**

### **1. BUDGET BY US TREASURY EXPENDITURE CATEGORY**

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

<b>Project Number</b>	<b>Project Title</b>	<b>US Treasury Expenditure Category Number and Name</b>	<b>Budget</b>
PHI360	Technical Assistance to Jails	1.13 Substance Use Services	\$4,500.00
<b>Total</b>			<b>\$4,500.00</b>

### **2. BUDGET BY FUNCTION**

### **3. EXPENDITURE CATEGORY MODIFICATIONS**

- 1.1** Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). *In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.*

## **APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT**

### **1. APPLICABILITY OF PROVISIONS.**

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

## V.4

- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

**2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).
  - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
  - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

## V.4

- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 2.1.9.2. Is not organized primarily for profit; and
- 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
- 2.1.15.2. 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

## V.4

Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### 3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

V.4

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

**5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**6. REPORTING.**

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

V.4

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

**EC 1 – Public Health****All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

**COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

**COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

**COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds
- c)

V.4

**EC 2 – Negative Economic Impacts****All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

**Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

V.4

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity****Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay****All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

**EC 5 – Infrastructure Projects****All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

**Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

**Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.



## V.4

- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
- i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
  - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

**All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs

## V.4

- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

## V.4

receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

## V.4

access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

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

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

## V.4

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

**10. ACCESS TO RECORDS.**

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

**11. SINGLE AUDIT REQUIREMENTS.**

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

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

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

## V.4

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

## 12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

## V.4

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## V.4

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

**13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;



V.4

- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

V.4

**APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT**

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

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

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

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

Subrecipient Name: Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department

Authorized Representative:  Jonathan Houck

Title: Chair, Gunnison Co. Board of County Commissioners

Signature: [see above]

V.4

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

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

V.4

7. Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

## V.4

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

## V.4

10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
  - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish

## V.4

an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for Agreement or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

V.4

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

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

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

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

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

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall



## V.4

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

*U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

## V.4

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

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

## **APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS**

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
  - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
  - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.







<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:</p> <p>Worker’s Compensation: Yes General Liability: Yes Automobile Liability: <b>Yes</b> Protected Information: <b>Yes</b> Professional Liability Insurance: <b>Yes</b> Cyber/Net. Security-Privacy Liability Insurance: <b>No</b> Crime Insurance: <b>No</b></p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: C.R.S. § 27-80-106. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA</p>
<p><b>State Representative</b></p> <p>Summer Gathercole Behavioral Health Administration 3824 West Princeton Circle Denver, CO 80236 303-866-2354 / summer.gathercole@state.co.us</p>	<p><b>Contractor Representative</b></p> <p>Adam Murdie, Under Sheriff Gunnison County Sheriff 9200 E. Virginia Ave. Gunnison, CO 81230 970-641-7657 / amurdie@gunnisoncounty.org</p>

<p><b>Exhibits</b> The following Exhibits are attached and incorporated into this Contract:</p> <p>Exhibit A - Statement of Work Exhibit B - Budget Exhibit C - Miscellaneous Provisions Exhibit D - HIPAA BAA/QSOA</p>
<p><b>Contract Purpose</b> In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.</p>

**Signature Page Begins On Next Page**

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**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 Colorado for the use and benefit of  
Gunnison County Sheriff's Office

By: Johnathan Houck, County Commissioner

Date: 5-3-2022

2nd State or Contractor Signature if Needed

By: Name & Title of Person Signing for Signatory

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

**STATE OF COLORADO**

Jared S. Polis, Governor  
Department of Human Services  
Michelle Barnes, Executive Director

DocuSigned by:  
*Morgan Medlock*

By: Morgan Medlock  
Commissioner, BHA

Date: 6/1/2022

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

Andrea Eurich / Janet Miks/Toni Williamson

Effective Date: 6/2/2022

-- Signature and Cover Pages End --



## TABLE OF CONTENTS

SIGNATURE AND COVER PAGES.....1

1. PARTIES.....4

2. TERM AND EFFECTIVE DATE.....4

3. DEFINITIONS.....6

4. STATEMENT OF WORK.....9

5. PAYMENTS TO CONTRACTOR.....10

6. REPORTING-NOTIFICATION.....12

7. CONTRACTOR RECORDS.....12

8. CONFIDENTIAL INFORMATION-STATE RECORDS.....13

9. CONFLICTS OF INTEREST.....15

10. INSURANCE.....16

11. BREACH OF CONTRACT.....19

12. REMEDIES.....19

13. STATE’S RIGHT OF REMOVAL.....21

14. DISPUTE RESOLUTION.....21

15. NOTICES AND REPRESENTATIVES.....22

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....22

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....24

18. GENERAL PROVISIONS.....24

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....29

20. DEPARTEMENT OF HUMAN SERVICES PROVISIONS.....32

21. SAMPLE OPTION LETTER (IF APPLICABLE).....34

### 1. PARTIES

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

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

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

#### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for



this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

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

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

#### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension” 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 shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.





i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

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

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.



D. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. “Contract” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

F. “Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. “End of Term Extension” means the time period defined in §2.D.

I. “Effective Date” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. “Extension Term” means the time period defined in §2.C.

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

M. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State 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.

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 and 24-73-101, C.R.S.

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. "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, 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.

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

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

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

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

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

Z. “Work” means the Goods delivered and Services performed pursuant to this Contract.

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

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

#### **4. STATEMENT OF WORK**

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



## 5. PAYMENTS TO CONTRACTOR

### A. Maximum Amount

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

### B. Payment Procedures

#### i. Invoices and Payment

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

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

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

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

#### ii. Interest

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



### iii. Payment Disputes

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

### iv. Available Funds-Contingency-Termination

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

### v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase 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 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

### B. Litigation Reporting

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

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

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

## 7. CONTRACTOR RECORDS

### A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper



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

#### B. Inspection

Contractor shall permit the State, 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 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 CJ, (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, and (v) the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

#### B. Other Entity Access and Nondisclosure Agreements

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

#### C. Use, Security, and Retention

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

#### D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident,



Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

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

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

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

**B. Apparent Conflicts of Interest**

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



C. Disclosure to the State

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

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

## 10. INSURANCE

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

B. General Liability

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

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

C. Automobile Liability

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



D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, 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.

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

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 7 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 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 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.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the



State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## **11. BREACH OF CONTRACT**

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

## **12. REMEDIES**

### **A. State's Remedies**

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

#### **i. Termination for Breach**

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

#### **a. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State,



Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.



c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §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 CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the





Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. NOTICES AND REPRESENTATIVES**

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

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

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

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon,



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

## ii. Patents

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

### B. Exclusive Property of the State

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

### C. Exclusive Property of Contractor

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



## **17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

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

## **18. GENERAL PROVISIONS**

### **A. Assignment**

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

### **B. Subcontracts**

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

### **C. Binding Effect**

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

### **D. Authority**

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

### **E. Captions and References**



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

#### F. Counterparts

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

#### G. Entire Understanding

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

#### H. Digital Signatures

If any signatory signs this 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.



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

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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



exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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



ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

V. 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.

ii. Accessibility

Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at <https://www.w3.org/TR/WCAG21/>.

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

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

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



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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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





F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,



C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

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



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

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

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

A. Exclusion, Debarment and/or Suspension

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

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.



ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

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

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

H. COVID-19 Pandemic

CDHS 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.

REST OF PAGE INTENTIONALLY LEFT BLANK



**SAMPLE OPTION LETTER (IF APPLICABLE)**

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

**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.

<p style="text-align: center;"><b>STATE OF COLORADO</b> INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="text-align: center;">Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b></p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
--	---

## Exhibit A - Statement of Work

### Jail Based Behavioral Health Services

#### Definitions and Acronyms

**Definitions and Acronyms.** The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jail:

**“Behavioral Health Administration (BHA) designated inpatient restoration facility”** means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese>

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

**“Certified Addiction Specialist” - CAS (Formerly CAC II & III)** requires a bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

**“Certified Addition Technician” - CAT (Formerly CAC I)** requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

**“Competency Enhancement Program - CEP”** means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

**“Competency Evaluator”** is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

**“Court-Ordered Competency Evaluation”** means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

**“Critical Incidents”** means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

**“Forensic Navigator”** means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

**“Forensic Support Team”** means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

**“High Risk for Transfer”** means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

**“LAC”**, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

**“LCSW”**, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

**“LMFT”**, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

“**LPC**”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“**Long Acting Injectable (LAI)**” is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“**Low Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

“**Moderate Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

“**Memorandum of Understanding**” means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“**Program Level of Care Type**” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

“**Regional Accountable Entity**” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

“**Screening Tools**” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

## Exhibits

**A: Statement of Work** - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

**B: Budget** - outline of the projected cost/expenses of the project.

**C: Miscellaneous Provisions** - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

**D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum** - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.



## **PART ONE - GENERAL PROVISIONS**

### **Article 1 General Administration**

**1.1 Participation / Catchments.** County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

**1.2 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

**a.** BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

**1.3 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency need. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

- a.** Oversee program implementation.
- b.** Make training recommendations.
- c.** Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
- d.** Resolve ongoing challenges to program effectiveness.
- e.** Inform agency leaders and other policymakers of program costs, developments, and progress.
- f.** Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

**g.** For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.

**h.** Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

**1.4 Subcontractors.** The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

**1.5 Audits.** As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

**1.6** The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

**1.6** The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

**1.7 Recovery Support Services.** SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.8** The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

**1.9 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>

**1.10** The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.11 Medication Consistency (C.R.S. 27-70-103)**

- a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS

- program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
  - c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
  - d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
  - e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds

## Article 2

### Confidentiality and HIPAA / 42 CFR Part Two

#### **2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum.**

The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

#### **2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.**

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

#### **2.3 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

- a. **Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. **Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or

Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

### **Article 3 Financial Provisions**

**3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

**3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) by the 20th of the following month.

**3.3 General Accounting Encumbrances (GAE).** Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

**3.4 Procurement Card.** BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

**3.5 Proportional Reduction of Funds.** The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

**3.6 Fiscal Agent County Responsibilities.** Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

**3.7 Other Financial Provisions,** including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

## **Article 4**

### **Advance Payment for Jails with Financial Need**

**4.1. Purpose.** Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

**4.2 Participation.** Contractor's participation in this program will be noted in Exhibit B - Budget.

#### **4.3 Application.**

- a. Contractors requesting an advance payment model must submit an application to BHA by February 15<sup>1</sup>, to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). The application must include:
  - i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
  - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
  - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by February 15 annually.
- c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.<sup>2</sup>
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

#### **4.4 Advance Payment Fund Controls**

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
  - i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
  - ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.

---

<sup>1</sup> Note: applications for Fiscal Year 2022 may be approved on a different timeline.

<sup>2</sup> Note: applications for Fiscal Year 2022 may be approved on a different timeline.

- c. Advance Funds are public funds and shall never be used for personal cash advances; check cashing services to anyone, including to employees; loans; or unrelated expenditures.

#### **4.5 Payment Procedure.**

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
  - i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

#### **4.6 Reconciliation**

- a. Process
  - i. Jail submits required documentation from the county accounting system, due to [cdhs\\_ibbs@state.co.us](mailto:cdhs_ibbs@state.co.us) by the 20th of the month following the end of the quarter:
    - 1. Revenues and expenses for this program.
    - 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
  - ii. BHA performs reconciliation to actual expenses as indicated
  - iii. Payment adjustments may be made based on the reconciliation.
  - iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
  - v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.
- b. Schedule
  - i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
  - ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
  - iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures

from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.

- iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

## **PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES**

### **Article 1**

#### **Purpose and Target Population**

**1.1 Purpose.** As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

### **Article 2**

#### **Activities and Services**

##### **2.1. Licensed Substance Use Disorder Treatment Requirements.**

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

- d.** Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
- i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.
- e.** Each individual's treatment / transition plan shall incorporate:
- i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
  - ii. Frequency and duration of services offered.
  - iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
  - iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).
  - v. The individual's natural communities, family support, and pro-social support.
  - vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
  - vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

### **Article 3 Standards & Requirements**

**3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a.** Alcohol and drug screening, assessment, and evaluation.
- b.** Alcohol and drug testing.
- c.** Treatment for assessed substance abuse and co-occurring disorders.
- d.** Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

**3.2 Level of program care.** Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

### **Article 4 Data Reporting**



**4.1** Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.

Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or another database as prescribed by BHA:

- a.** A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b.** Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c.** For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d.** The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
- e.** Number of individuals who successfully transition to community-based services upon release.
- f.** Program discharge outcomes and treatment status in the community after discharge.

**4.2** The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

**4.3** Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

## **Article 5 Performance Measures**

### **5.1 Performance Measures:**

- a. Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
  - i. Deceased – In the event of death of the individual post-release.
  - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
  - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.

- iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
  - v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
  - vi. Status Unknown – Individual cannot be located.
  - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.
- c. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:**
- i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
  - ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
  - iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

**Article 6  
Deliverables**

6.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

**PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)**

**Article 1  
Purpose & Target Population**

**1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

## **Article 2 Activities & Services**

**2.1 Services.** It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

- b.** Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c.** Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d.** Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e.** Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

**2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

- a.** Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as it is practicable execution of the contract.
- b.** Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**2.3 Evidence-Based Practices.** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

**2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

### **Article 3 Standards and Requirements**

**3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory

Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

#### **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

### **PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)**

#### **Article 1 Purpose & Target Population**

**1.1 Purpose.** Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

**1.2 Target Population.** 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

#### **Article 2 Activities & Services**

**2.1 Provision of Medication-Assisted Treatment.** Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Seven, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.

**2.2 Allowable Expenses.** The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

- a. Fee for service agreements with contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
- c. Jail payroll expenses for interventions, medical staff, and medications.
- d. Facility and equipment upgrades related to MAT.
- e. Training and staff development for MAT Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

### **Article 3 Standards and Requirements**

**3.1 General Accounting Encumbrance.** This program will be funded by a General Accounting Encumbrance (GAE). 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 the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

**3.2 Program Policies and Plans.**

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Seven, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

**3.3 License Requirements.**

- a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
- b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

**3.4 Level of Program/Care.** OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

**3.5 Tiered MAT Funding.**

- a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over \$5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional \$10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over \$35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be \$150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

**b.** MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

#### **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

### **PART FIVE - JBBS PROGRAM DELIVERABLES**

#### **Article 1**

##### **1.1 Deliverables for All JBBS Programs**

**a. JBBS Work Plan.** Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

**b. Annual Report.** The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

**c. JBBS Database Reporting.**

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:

<https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

- a. Encounters are due by the last business day of each month for all services provided during the previous month.
- b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
- c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol - Protocol #1 Special Studies Codes and Eligibility for more details.

**d. Workgroup Attendance.** BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the



meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

**e. Critical Incidents.** The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration (BHA) via an encrypted email to [cdhs\\_bha\\_ci@state.co.us](mailto:cdhs_bha_ci@state.co.us), within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

- i. Date and time of incident
- ii. Location of the incident
- iii. The nature of the incident
- iv. How the incident was resolved
- v. Name[s] of staff present
- vi. Whether the incident resulted in any physical harm to the participant or any staff.

**f. Copy of Proposed Subcontract.** The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

**g. Site Visits.** The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

**h. Monthly Contract Monitoring Tool.** The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior month's information. JBBS program managers will update this internally.

**i. Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

**j. Monthly BHA Invoice.** Invoices will be submitted to [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

**k. Spending Projection Plan.** If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

**l. Behavioral Health Screenings:**

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories:  
Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain

Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.

ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

### **1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)**

**a. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

### **1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)**

**a. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

### **1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services**

**a. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

### **1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)**

**a. Organizational Structure.** All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT

program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to [cdhs JBBS@state.co.us](mailto:cdhs JBBS@state.co.us) by August 1 annually.

**b. Policies.** Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to [cdhs JBBS@state.co.us](mailto:cdhs JBBS@state.co.us). Contact JBBS Program Manager for additional information on creating MAT policies.

**c. Barrier Reports.** If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to [cdhs JBBS@state.co.us](mailto:cdhs JBBS@state.co.us) by August 1 annually.

**d. Start-Up Plans.** In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to [cdhs JBBS@state.co.us](mailto:cdhs JBBS@state.co.us) by August 1 annually.

**e. Work Plan and Budget Submission/Approval.** In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

**f. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 7, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civcore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

### Table 1

**Below is the deliverables table required by BHA, for each JBBS related service.**

## Exhibit A

<b>Program</b>	<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Responsible Party</b>	<b>Deliver to</b>
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	<a href="mailto:cdhs_bhpayment@state.co.us">cdhs_bhpayment@state.co.us</a>
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	<a href="mailto:cdhs_bha_ci@state.co.us">cdhs_bha_ci@state.co.us</a>
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	<a href="#">Locations TBD</a>
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	<a href="#">Locations TBD</a>
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	<a href="#">JBBS Program Manager</a>

## Exhibit A

		h, above	services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database Jail Based Behavioral Health Services</a>
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database Jail Based Behavioral Health Services</a>
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database Jail Based Behavioral Health Services</a>
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>

		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
JMAT (SB 19-008)	Data Entry Specific to JMATA (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database Jail Based Behavioral Health Services</a>

### JBBS Work Plan

#### 1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be June 30, 2022 - July 1, 2023

#### 2. Put Your Work Plan into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc....

- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc....
  - iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
  - ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
  - iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
  - iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
  - v. What security protocol and reporting requirements are expected from the treatment provider?
  - vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
  - vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
  - viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.
4. **Define and Coordinate Your Resources:**
- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
  - ii. Describe how you plan to link offenders with community services upon their release from custody.
5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?
- i. Examine if there are any barriers to treatment within the jail? Within the community?

ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.





**COLORADO**  
Office of Behavioral Health  
Department of Human Services

### EXHIBIT B, FY23 ANNUAL BUDGET

<b>BHA Program</b>	JBBS
--------------------	------

<b>Agency Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	JBBS

<b>Program Contact, Title</b>	Adam Murdie, Undersheriff
<b>Phone</b>	970-641-7657
<b>Email</b>	<a href="mailto:amurdie@gunnisoncounty.org">amurdie@gunnisoncounty.org</a>
<b>Fiscal Contract, Title</b>	Jody Wisem, Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>
<b>Date Completed</b>	March 22, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	77,600.00
Mental Health Treatment	State General Fund	77,600.00
<b>Total Contract</b>		<b>155,200.00</b>

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	GAE Total
	<b>1,483,700.00</b>

*GAE total for all Contractors is \$1,483,700. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.*

JBBS RATE SCHEDULE	
<b>Statewide Maximum Salaries</b>	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
<b>*BHA will reimburse salaries up to the state maximum</b>	
<b>*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA</b>	
<b>Travel</b>	
Mileage (IRS rate)	\$0.59/mile
<b>Operating Expenses</b>	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
<b>Indirect Expenses</b>	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
<b>RECOVERY SUPPORT SERVICES</b>	

Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs ( books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client

\* BHA may consider other expenses pending justification from jails and written pre-approval by BHA

**MEDICATIONS**

Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.

Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at <https://www.colorado.gov/hcpf/pharmacy> resources

Medication	Rate
Methodone	\$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Sublocade (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 02\_23\_2022

## Exhibit C Miscellaneous Provisions

### I. General Provisions and Requirements

#### A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

#### B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

#### C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost-of-living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at

the same rates and terms as described in this Contract.

D. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

#### H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
  2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
  3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us) by August 31 annually:
    - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such

treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## **II. Use of Subcontracts.**

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  - 1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us).
  - 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
  - 3. A description of each partner's participation
  - 4. Responsibilities to the program (policy and/or operational)
  - 5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, BHA [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us) within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

## **III. Additional Remedies**

- A. Duty to Act in Good Faith  
The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.
- B. Corrective Action  
The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance

with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

#### **IV. Audit Requirements**

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.
8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the

Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a**.

## V. Financial Requirements

### A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

### B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

### C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to [cdhs\\_bhayment@state.co.us](mailto:cdhs_bhayment@state.co.us)
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to [cdhs\\_bhayment@state.co.us](mailto:cdhs_bhayment@state.co.us). Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.





## **EXHIBIT D**

### **HIPAA BUSINESS ASSOCIATE / 42 PART 2**

### **QUALIFIED SERVICE ORGANIZATION AGREEMENT**

This HIPAA Business Associate/42 Part 2 Qualified Service Organization 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, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

#### a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
  - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
  - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

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.

- 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 <https://oit.colorado.gov/standards-policies-guides/technical-standards-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.
- 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.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
  - A. loss of PHI data;
  - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
  - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### 5. TERMINATION

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
  - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
    - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- 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.
  - ii. The Associate:
    - A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

- B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
  - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
  - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R. Part 2.
  - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
  - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- 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:** Grant Application; Public Service Grant Applicatio

**Action Requested:** County Manager Signature

**Parties to the Agreement:** City of Gunnison

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant for GCSAPP Youth Coalition and Driver's Education (Behind the Wheel)

**Fiscal Impact:** \$10,000

**Submitted by:** Emily Mirza

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/26/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/25/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

## **Narrative**

**Please provide a detailed synopsis of the program. The synopsis of the program must include your assessment of progress toward the objectives included in the grant agreement.**

Driver's Education and Behind the Wheel was offered throughout the school year and summer in 2023-2024. The in-classroom Drivers Education was offered to 65 students in the community with 578 contact hours. Additionally, in June there was a one-week intensive Driver's Ed course interpreted into Spanish with 16 students enrolled and 510 contact hours. GCSAPP partnered with Gunnison High School, Gunnison County Health and Human Services, and the City of Gunnison to offer interpretation. In addition, for both the English and Spanish courses, GCSAPP partnered with the Gunnison Watershed RE1-J School District to offer classroom Driver's Education for high school credit, classroom space, and program enrollment.

Thirty-five students participated in Behind the Wheel with six students completing six 1-hour lessons and 29 students completing between one to five 1-hour sessions. There was a total of 92 contact hours.

## **Provide a brief description of the program or service.**

GCSAPP aims to provide substance use prevention and mental health promotion for youth and families in Gunnison County. Our goal is to reduce risk factors that may increase the likelihood of substance use and increase protective factors that help young people to be healthy and thriving community members. GCSAPP does this through a multipronged approach that includes: building support for substance-free community events along with programming and educational opportunities for youth and their parents. Substance-free events seek to change the cultural norms and attitudes favorable toward substance use. Furthermore, GCSAPP uses a positive youth development lens, providing youth specific programming and educational opportunities for youth and parents alike. GCSAPP Youth Programming provides youth community opportunities to build new skills, opportunities to practice the skills to be applied in numerous settings and throughout life, as well as connections to trusted adults. Funding from the City of Gunnison will support two youth programming initiatives: GCSAPP Youth Leadership/Coalition and Drivers Education. GCSAPP is requesting \$5,000 for each program.

1) Youth leadership programming includes the GCSAPP Youth Coalition, Youth Wellness, and outdoor youth leadership opportunities. The Youth Coalition consists of 6th-12th grade youth from the north and south end of the valley working to address concerns around youth health, safety, pro-social events. Efforts are youth identified and youth led. One of the primary goals of the GCASPP Youth Coalition is to support with pro-social events in the community and provide safe, substance free programming for youth. Youth know best the events their peers are likely to engage in, so they take the lead, helping create new ideas and plan events. Another youth specific program is Youth Wellness, a program that connects youth 11-18 with free and confidential mental health services. In addition, programming includes outdoor leadership opportunities with a variety of community partners.

2) GCSAPP aims to increase the skills and knowledge of youth to drive safely by providing high quality drivers education and GDL programming. GCSAPP will continue implementing the driver's education/GDL program. We currently have funds for 2 years to provide classroom-based drivers education program in collaboration with the RE1-J School District that includes a Graduated Driver's License program. There are two 16- week classes in conjunction with the Gunnison Watershed RE1-J School District and two 1-week summer programs, with one interpreted into Spanish. Funds are needed for the driving portion of this class. The driving portion will allow for mentored driving opportunities, hands on experience, experience getting pulled over and what to do in an accident. This program will serve up to 30 youth. Each youth will spend 6 hours of driving with the instructor. This will also give youth whose parents do not have a driver's license or whose family does not have a vehicle an opportunity to drive with an adult who can provide mentorship. GCSAPP is paying for the classroom time, RE1-J is providing a vehicle, and we are requesting the City of Gunnison to contribute to Behind the Wheel to increase community safety and decrease impaired driving.

**Please describe the resulting impact to your program or service in the event funding is not approved or your application is only funded in part.**

GCSAPP holds additional funding from local, state, and federal grants for this work. The Youth Coalition would continue to operate but the opportunities for youth enrolled, leadership and outdoor programming, pro-social events, and community engagement would be limited if we were not awarded funding.

GCSAPP holds a grant from the Colorado Department of Transit for classroom drivers' education. We do not have any additional funders for Behind the Wheel driver's education. This service is offered free to youth to remove barriers to access. It would potentially be a paid service by families, if we were not funded.

State and federal funding sources have shifted their priorities away from direct service funding. It is imperative that we secure funding through local avenues for direct services such as drivers' education, youth programming, pro-social events, and Youth Wellness.

**How many participants are directly impacted by or participate in your program or service? Please enter a NUMBER - don't just indicate a geographic area to which you provide services.**

500

**Why do you think the program or service should be funded by the taxpayers of the City of Gunnison?**

Upstream prevention works across the social ecological model with individual services (GCSAPP Youth Coalition/Youth Wellness), education (drivers ed/GDL) and opportunities in the community to connect (prosocial events). Engaging youth in community-based work allows their voice to be heard, we cannot do work for young people without young people. GCSAPP Youth Coalition helps to build to leadership skills and increase safe spaces for young people to convene. Driver's education allows for youth to take in person courses for credit and increases access to behind the wheel driving for youth. Over the past five years, GCSAPP has worked with community partners to reduce

impaired driving by youth, decrease substance use, and increase positive social norming events. In 2019, 88.8% of Gunnison County high school youth who binge drank in the last 30 days drove a car after drinking; in 2021 the number significantly dropped to 36.7% and in 2023 continued to lower to 24.7% (Healthy Kids Colorado Survey). These efforts, and those of many community partners, have allowed for healthier youth, better decision making, and decreased barriers to services.

**Please indicate why you believe your request program and service should be funding in whole or in part with Special Marijuana Sales Tax revenues.**

These programs together provide substance abuse prevention programming, education, and counselling youth in the community. Utilizing marijuana tax revenues provides the opportunity to invest in the health and wellbeing of local youth, decrease risk factors, and increase protective factors.

Youth Coalition provides youth the opportunity to build new skills, practice the skills and be recognized in the community. In addition, they build relationships with their peers and trusted adults. Prosocial events are healthy and safe opportunities for youth to engage and connect with peers without substances. Last, drivers' education provides youth the opportunity to learn high quality skills and knowledge of driving and road safety.

**Objective #1:** By December 30, 2025, the GCSAPP Youth Coalition will run or support with 6 prosocial substance free events for their peers and the community.

**Objective #1 Measurement:** GCSAPP tracks the number of events held, dates, type of event, and number of attendees.

**Objective #2:** By December 30, 2025, GCSAPP will partner with the school district to enroll youth into Drivers Education and Behind the Wheel.

**Objective Measurement #2:** GCASPP tracks the number of youths enrolled and promotional materials.

**Objective #3:** By December 30, 2025, Drivers Education will be offered to 50 youth and Behind the Wheel will be offered to 30 youth.

**Objective #3 Measurement:** Measurement: GCSAPP tracks the number classroom and driving contact hours.

Public Service Grant Application

Si necesita asistencia entendiendo este documento o tiene preguntas, por favor pida asistencia para que le ayude a traducir. Si necesita asistencia con traducción o interpretación, contacte a:  
 Ricardo Esqueda, (970) 901-7628 o resqueda@gunnsococo.gov

**Applicant Information**

Organization:

Mailing Address:

Street Address:

Address Line 2:

City:  State / Province / Region:

Postal / Zip Code:  Country:

Website Address:

Contact Person(s):

Email:

Email Confirmation:

Telephone Number:

Applicant Type:

Non-Profit Organization

Local, State or Federal Governmental Agency

Private businesses may apply through a local non-profit or governmental agency which will serve as the sponsor and administrative unit for managing the contract with the City.

New Application

Application Type:

New Application

Renewal Application

Prior Year Reporting Only (not applying for funds in the upcoming funding cycle)

**Prior Year Reporting Requirement**

Amount Funded: \$

Synopsis:

Please provide a detailed synopsis of the program. The synopsis of the program must include your assessment of progress toward the objectives included in the grant agreement.

Driver's Education and Behind the Wheel was offered throughout the school year and summer in 2023-2024. The in-classroom Driver's Education was offered to 85 students in the community with 376 contact hours. Additionally, in June there was a one-week intensive Driver's Ed course interpreted into Spanish with 16 students enrolled and 410 contact hours. GCSAPP partners with Gunnison High School, Gunnison County Health and Human Services, and the City of Gunnison to offer interpretation. In addition, for both the English and Spanish courses, GCSAPP partnered with the Gunnison Watershed REU School District to offer classroom Driver's Education for high school credit, classroom space, and program enrollment.

Please upload the following:

- Evidence of acknowledgement of City financial support in advertising and promotional literature.
 

All promotional material shall contain the following statement: "This event is made possible, in part, with the assistance of the Public Service Grant Program of the City of Gunnison." Photos or electronic copies of literature will be accepted as satisfaction of this requirement.
- Accounting Report
 

Please attach a copy of the actual revenues and expenditures of the event or service.

File Upload:

**Proposal Information**

Program or Service:

Amount Requested: Please note the minimum grant award is \$2,000  
 \$

Description: Provide a brief description of the program or service

GCSAPP aims to provide substance use prevention and mental health promotion for youth and families in Gunnison County. Our goal is to reduce risk factors that may increase the likelihood of substance use and increase protective factors that help young people to be healthy and thriving community members. GCSAPP uses this through a multipronged approach that includes: building support for substance-free community events along with programming and educational opportunities for youth and their parents. Substance-free events



forms.gunnisonco.gov/Forms/PubSvcGrantApp

Amount Requested \*  Please note the minimum grant award is \$2,000

Description \* Provide a brief description of the program or service  
 GCSAPP aims to provide substance use prevention and mental health promotion for youth and families in Gunnison County. Our goal is to reduce risk factors that may increase the likelihood of substance use and increase protective factors that help young people to be healthy and thriving community members. GCSAPP does this through a multipronged approach that includes: building support for substance-free community events along with programming and educational opportunities for youth and their parents. Substance-free events seek to change the cultural norms and attitudes favorable toward substance use. Furthermore, GCSAPP uses a positive youth development lens, providing youth specific programming and educational opportunities for youth and parents alike. GCSAPP Youth Programming provides youth community opportunities to build new skills, opportunities to practice the skills to be applied in numerous settings and throughout life, as well as connections to trusted adults. Funding from the City of Gunnison will support two youth programming initiatives: GCSAPP Youth Leadership/Coalition and Drivers Education. GCSAPP is requesting \$0,000 for

Funding Impact \* Please describe the resulting impact to your program or service in the event funding is not approved or your application is only funded in part.  
 work. The Youth Coalition would continue to operate but the opportunities for youth enrolled, leadership and outdoor programming, pro-social events, and community engagement would be limited if we were not awarded funding. GCSAPP holds a grant from the Colorado Department of Transit for classroom drivers education. We do not have any additional funders for Behind the Wheel.

Population Served \* How many participants are directly impacted by or participate in your program or service? Please enter a number - don't just indicate a geographic area to which you provide services.

Justification \* Why do you think the program or service should be funded by the taxpayers of the City of Gunnison?  
 36.7% and in 2023 continued to lower to 24.7% (Healthy Kids Colorado Survey). These efforts, and those of many community partners, have allowed for healthier youth, better decision making, and decreased barriers to services.

Funding priority will be given to projects that directly support the City of Gunnison's Framework. The current Strategic Framework can be found HERE.

Strategic Result \*  Yes  No

Special Marijuana Tax Revenue Eligibility \* Does this program or service impact regulation of the marijuana industry or provide social, recreational, and educational programs within the community such as substance abuse prevention, education and counseling?  
 Yes  No

3:18 PM 6/24/2024

forms.gunnisonco.gov/Forms/PubSvcGrantApp

Funding priority will be given to projects that directly support the City of Gunnison's Framework. The current Strategic Framework can be found HERE.

Strategic Result \*  Yes  No

Special Marijuana Tax Revenue Eligibility \* Does this program or service impact regulation of the marijuana industry or provide social, recreational, and educational programs within the community such as substance abuse prevention, education and counseling?  
 Yes  No

Special Marijuana Tax Revenue Justification \* Please indicate why you believe your request program and service should be funding in whole or in part with Special Marijuana Sales Tax revenues.  
 These programs together provide substance abuse prevention programming, education, and counseling youth in the community. Utilizing marijuana tax revenues provides the opportunity to invest in the health and wellbeing of local youth, decrease risk factors, and increase protective factors.

Please list three measurable objectives and include how attainment of the goals/objectives will be measured

Objective #1 \* By December 30, 2025, the GCSAPP Youth Coalition will run or support with 6 prosocial substance free events for their peers and the community.  
 Measurement \* GCSAPP tracks the number of events held, dates, type of event, and number of attendees.

Objective #2 \* By December 30, 2025, GCSAPP will partner with the school district to enroll youth into Drivers Education and Behind the Wheel.  
 Measurement \* GCSAPP tracks the number of youths enrolled and promotional materials.

Objective #3 \* By December 30, 2025, Drivers Education will be offered to 50 youth and Behind the Wheel will be offered to 30 youth.  
 Measurement \* GCSAPP tracks the number class room and driving contact hours.

Please upload the following information:  
 1. Most recent year's actual income and expenses - include reasonable detail for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project actuals as well)

3:19 PM 6/24/2024

forms.gunisonco.gov/Formu/PlusVtgGrantApp

Objective #1  
Measurement \*  
GCASPP tracks the number of events held, dates, type of event, and number of attendees.

Objective #2 \*  
By December 30, 2025, GCASPP will partner with the school district to enroll youth into Drivers Education and Behind the Wheel.

Objective #2  
Measurement \*  
GCASPP tracks the number of youths enrolled and promotional materials.

Objective #3 \*  
By December 30, 2025, Drivers Education will be offered to 50 youth and Behind the Wheel will be offered to 30 youth.

Objective #3  
Measurement \*  
Measurement: GCASPP tracks the number class room and driving contact hours.

Please upload the following information:

1. Most recent year's actual income and expenses - include reasonable detail for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project actuals as well)
2. Most recent budget - include reasonable detail for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
3. Names and addresses of all board members including designation of officers
4. (optional) Please feel free to include any other documents that you think will support your application

File Upload \*  
Upload

Video  
Please feel free to upload an optional short video for the Council to view in support of your application. This is highly recommended for new applicants.  
Upload

**Certification**

Certification \*  
I hereby attest that the information provided in this application is accurate as of the date of submission.  
Sign  
The supplied value is not a valid signature.

Submit Save as Draft

3:19 PM  
6/24/2024

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

**Agenda Item:** Funding Award; Energy Outreach Colorado Bill Payme

**Action Requested:** Discussion

**Parties to the Agreement:** Energy Outreach Colorado

**Term Begins:** 10/1/2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

Energy Outreach Colorado provides funding for heating utilities.

**Fiscal Impact:** 12900

**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: 9/26/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/24/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/24/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

Gunnison/Hinsdale County Department of Human Services



Dear Betsy Holena,

Thank you for applying for Energy Outreach Colorado’s Bill Payment Assistance funding for the 2024-2025 year beginning October 1, 2024, and ending September 30, 2025.

If you serve participants with any of the four regulated utilities, you will have access to the following allocations for each utility and may assist these participants using these funds until they are depleted. 7.5% of administrative funds will be paid to you after the end of each quarter, based on the amount of regulated assistances your agency provides to EOC participants each quarter.

Note, the following regulated allocation amounts are what EOC will begin the 2024-2025 EOC grant year with. More regulated and unregulated (Bill Pay) funding may become available throughout the 24-25 EOC grant year.

Utility	2024-2025 General Fund Amount
Atmos Energy	\$372,476.09
Black Hills Energy	\$912,734.80
Colorado Natural Gas	\$68,570.17
Xcel Energy	\$8,523,054.35

In order to assist your participants outside of these regulated utilities, your agency has been awarded Bill Pay funding in the amount of \$12,900 of which \$12,000 is restricted to energy assistance and \$900 is for administration. If at any point during the 2024-2025 year, you require additional unregulated Bill Pay funding, please request more. Funding is distributed at the beginning of October, January, April, and July.

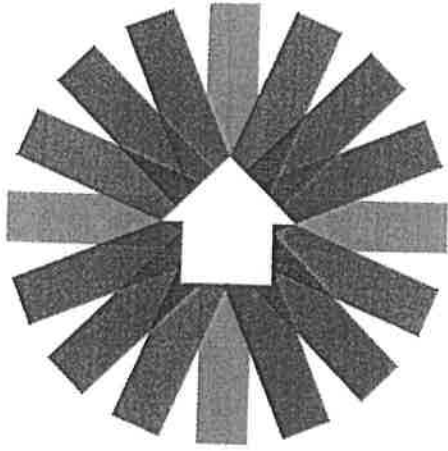
Please note that Hancock balances reflect whole award amounts and additional work is required to understand your quarterly budget. To understand your quarterly allocation budget, please refer to “[Understanding Quarterly Allocations in Hancock](#)” on the Partner Login page of EOC’s website ([energyoutreach.org/partner-login/](http://energyoutreach.org/partner-login/)).

As an agency that receives Bill Pay funding, Program Liaisons are responsible for spending all Bill Pay funding in its entirety. If at any point in the 24-25 EOC grant year, you know you cannot spend any portion of your Bill Pay funding, you must rescind this funding by contacting EOC at [energyassistance@energyoutreach.org](mailto:energyassistance@energyoutreach.org) ASAP.

We understand this amount is less than your agency requested. We are also disappointed that we cannot offer more funding for unregulated energy bills at this time, but the realities of fundraising have required us to cut spending across agencies and programs. We are doing everything we can to attempt to raise these amounts in the future and appreciate your understanding.

Thank you for your partnership with Energy Outreach Colorado. We look forward to another successful year in helping Coloradans to afford their home energy!

Sincerely,  
Niki Amon  
Energy Assistance Program Manager  
(303) 226-5066  
[namon@energyoutreach.org](mailto:namon@energyoutreach.org)



**ENERGY  
OUTREACH  
COLORADO**

*Together We Power Stability*

**2024-2025 Bill Payment Assistance  
Funding Request Packet**



**Funding Request Checklist for  
2024-2025 Bill Payment Assistance Program  
Due by Monday July 1, 2024**

**Agency Name:** Gunnison County Department of Health and Human Services

**MOU Contact:** Elizabeth Holena

**Contact Phone:** 9706424665

**Contact Email:** elizabeth.holena@state.co.us

**Financial Attachments**

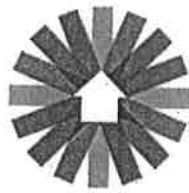
- Year-end financial statements (See page 3 for requirements.)
- Certification of Financial Soundness Form
- Explanation of Financial Position (if applicable)

**Other Attachments**

- Program Liaison Form
- Agency Profile Form

We encourage you to apply for the full amount of funding required to meet your community's needs. Only request what you are confident your agency can spend on unregulated energy bills during the program year. As a reminder, there is a new funding structure for the four regulated utility bills; Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. These utility bills are paid using shared funding sources, available to all EOC partner agencies on a first come, first serve basis. **In your request for funding, please only request what you can spend on unregulated utility bills (Bill Pay funds)**, which are any bills except Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. If this is unclear, please contact [namon@energyoutreach.org](mailto:namon@energyoutreach.org).

<b>Funding Request</b>			
<b>(see last page for information on how much funding to request)</b>			
2025 Bill Pay Funds Requested		18000	
Administrative Funds Requested (up to 7.5% total)		1350	
Total Funding Request		19350	
Q1 Oct 1	Q2 Jan 1	Q3 Apr 1	Q4 Jul 1
40%	30%	20%	10%



**Certification of Financial Soundness**

Energy Outreach Colorado strives to be the best steward possible of the funds it raises to ensure that income qualified Coloradans can meet their home energy needs. In order to do so, we must be confident that our partner agencies are financially sound. If there are any issues either within a formal audit or the agency's financial statements that might create the appearance of financial weakness, please disclose them and provide an explanation as to why this should not prevent Energy Outreach Colorado from awarding your agency Bill Payment Assistance funding. This information should be provided in a separate document entitled "Explanation of Financial Position". If the agency has received a management representation letter outlining material deficiencies, include a copy with the aforementioned document.

Agency Name: Gunnison County

**For Audited Agencies (select one)**

- I certify that the Agency does not have a management representation letter issued by its external audit firm following its most recent year-end audit, which identifies significant deficiencies and/or material weaknesses.
- The agency has received a management representation letter, which identifies significant deficiencies and/or material weaknesses, a copy of which is enclosed. Also enclosed is the "Explanation of Financial Position" referenced above.

**For Non-Audited Agencies (select one)**

- I certify that the Agency's financial statements do not indicate or create the appearance of significant deficiencies and/or material weaknesses.
- The Agency's financial statements indicate or create the appearance of significant deficiencies and/or material weaknesses. Enclosed is the "Explanation of Financial Position" referenced above.

Authorized Representative Signature\*

CFO

Title

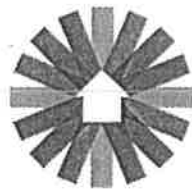
Perry W. Solheim

Printed Name

6.18.24

Date

*\*Authorized representatives include Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary or Treasurer of the Board.*



**Bill Payment Assistance Program Liaison**

Energy Outreach Colorado (EOC) requires each agency to designate a Program Liaison. This person should be an agency staff member who administers the EOC program or directly oversees its administration. The liaison does not need to be a manager and, in most cases, it is most effective if someone other than the executive director fulfills this function. The Program Liaison is expected to:

- Serve as the agency's in-house expert on the Bill Payment Assistance program, its administration and database.
- Respond to caseworker questions on program administration and the database.
- Attend annual Training and Orientation.
- Communicate with EOC regarding issues and questions that cannot be resolved internally.
- Be responsive to program-related communications.
- Read and understand the Program Administration Requirements prior to using the database and administering the EOC program and confirm that all caseworkers have done so as well.
- Understand how to use the Energy Assistance Database regardless of whether (s)he uses it for entering client applications or other purposes on a regular basis.
- Set up new user accounts and remove inactive accounts in Energy Assistance Database.
- Ensure timely and accurate data entry of online client applications
- Inform EOC immediately of any program-related staff changes. This includes changes at the Executive Director and program levels. In the event that the Program Liaison leaves the agency or no longer works on EOC, a new liaison must be designated and a new Program Liaison form must be submitted to alert EOC of the change.
- Alert EOC in advance of change of address.

**Organization:** Gunnison County Department of Health and Human Services

**Executive Director:** Joni Reynolds

**Program Liaison:** Elizabeth Holena

**Job Title:** Manager

**Phone Number:** 970.642.4665

**Email:** elizabeth.holena@state.co.us

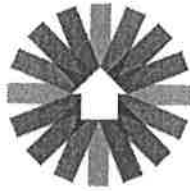
Elizabeth Holena  
**Program Liaison Signature**

6/24/24  
**Date**

Joni Reynolds  
**Executive Director Signature**

6/24/24  
**Date**





**Bill Payment Assistance Agency Profile**

<b>Agency Name</b>	Gunnison County Department of Health and Human Services
<b>Organization Type</b>	<b>Government Agency</b>
<b>Employer Identification Number (EIN)</b>	846000770
<b>Phone Number for Participant Assistance</b>	970.641. 3244
<b>Website</b>	<b>gunnisoncounty.org</b>

**Agency-specific Eligibility Requirements (if different from EOC).**

--

**Physical Address**

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				

**Mailing Address**

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				

## Partner Agency Search

If you want your agency to be listed on the Partner Agency Search (<https://www.energyoutreach.org/find-agency/>) or if you want to make any updates to your current listing, please specify changes below.

If you're not listed on the partner search, list N/A below. If you're listed, but have no changes to make, please specify 'no changes needed' below.

no changes needed

Languages spoken at agency. Please include if your agency has access to a translating service for participants.

We have Spanish speaking staff as well as access to a language line.

Does your agency offer remote or in person EOC appointments?

In Person

Remote

Both

### Key Contacts

#### Executive Director

Name	Joni Reynolds
Title	Executive Director
Phone	970.641.3244
Email	jreynolds@gunnisoncounty.org

#### EOC Designated Program Contact

Name	Elizabeth Holena
Title	Manager
Phone	970.642.4665
Email	elizabeth.holena@state.co.us

### Agency Service Area

List all counties that your agency serves. Attach additional pages if necessary. If statewide, simply enter "all".

Gunnison County and Hinsdale County

Please return completed Funding Request Packets to [energyassistance@energyoutreach.org](mailto:energyassistance@energyoutreach.org).

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

**Agenda Item:** Master Service Agreement; Lexipol; Sheriff's Office

**Action Requested:** County Manager Signature

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Annual Lexipol Service Contract for Patrol Policy Manual

**Fiscal Impact:**

**Submitted by:** Josh Ashe

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/26/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/25/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024



MASTER SERVICE AGREEMENT

Agency's Name: Gunnison County Sheriff's Office  
Agency's Address: 510 Bidwell Ave  
Gunnison, Colorado 81230

Attention: Undersheriff Josh Ashe

Sales Rep: Ray Jones  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

**Gunnison County Sheriff's Office**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Lexipol, LLC**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Exhibit A**

**SELECTED SERVICES AND ASSOCIATED FEES**

**Agency is purchasing the following:**

LE Manual Annual Subscription

<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>DISC</b>	<b>DISC AMT</b>	<b>EXTENDED</b>
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 11,828.00	10%	USD 1,182.80	USD 10,645.20
	<b>Subscription Line Items Total</b>			<b>USD 1,182.80</b>	<b>USD 10,645.20</b>
				<b>USD 1,182.80</b>	<b>USD 10,645.20</b>
				<b>LE Manual Annual Subscription Discount:</b>	USD 1,182.80
				<b>LE Manual Annual Subscription TOTAL:</b>	USD 10,645.20

**Custom Agreement Terms**

**Discount Notes**

Current Customer

**Notes**

**Exhibit B**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 “Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 “Agency Data”** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 “Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 “Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 “Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

**1.6 “Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.7 “Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.8 “Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.<sup>1</sup>

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

---

<sup>1</sup> **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

**4. Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

**5. Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

**5.1 Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")<sup>2</sup>, Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

**5.2 Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

**5.3 Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

**5.4 Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

**6. Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies<sup>4</sup>, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

---

<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

<sup>4</sup> NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

**7. Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

**8. Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

**9. Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

**10. General Terms.**

**10.1 Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

**10.2 General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

**10.3 Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**10.4 Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**10.5 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**10.6 Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

**10.7 Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



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

---

**Agenda Item:** Amendment; Intergovernmental Agreement for Winter

---

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

**Parties to the Agreement:** Town of Pitkin

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This IGA is considered annually for the plowing of select roads in the Town of Pitkin. The costs are tracked and billed once the 2024-2025 winter plowing season is over. There are no substantial changes to the new agreement.

**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: 9/19/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

---

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”)** modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter “Town of Pitkin”) and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter “Gunnison County”), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 (“Agreement”).

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2024 to May 31, 2025, unless otherwise terminated in accordance with Section X below.

Section 1 of the Agreement is hereby amended as follows:

**SECTION 2  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

**APPROVED** on \_\_\_\_\_, 2024 by the Gunnison County Board of County Commissioners.

ATTEST: COUNTY OF GUNNISON  
STATE OF COLORADO

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

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

**APPROVED** on 9/16/2024, 2024 by the Pitkin Town Council.

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Thomas Gibb, Mayor Pro-Tem

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”)** modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter “Town of Pitkin”) and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter “Gunnison County”), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 (“Agreement”).

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2023 to May 31, 2024, unless otherwise terminated in accordance with Section X below.

Section 1 of the Agreement is hereby amended as follows:

**SECTION 2  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

**APPROVED** on \_\_\_\_\_, 2023 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON  
STATE OF COLORADO

ATTEST:

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

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

**APPROVED** on \_\_\_\_\_, 2023 by the Pitkin Town Council.

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Eddy Balch, Mayor

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Amendment")** modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter "Town of Pitkin") and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter "Gunnison County"), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 ("Agreement").

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section I of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2022 to May 31, 2023, unless otherwise terminated in accordance with Section X below.

Section I of the Agreement is hereby amended as follows:

**SECTION 2  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

APPROVED on October 18<sup>th</sup>, 2022 by the Gunnison County Board of County Commissioners

ATTEST:

Melanie Bellig  
Deputy Clerk

COUNTY OF GUNNISON  
STATE OF COLORADO  
Roland Mason  
Jonathan Houek, Chairperson  
Roland Mason, Acting Chair



APPROVED on October 10<sup>th</sup>, 2022 by the Pitkin Town Council.

ATTEST:

Eddy Balch  
Town Clerk

Eddy Balch  
Eddy Balch, Mayor



COPY

**INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS INTERGOVERNMENTAL AGREEMENT** made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **TOWN OF PITKIN, STATE OF COLORADO**, who shall hereinafter be referred to as "Town of Pitkin" and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as "Gunnison County," both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, the Town of Pitkin and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of winter snow removal and/or plowing on certain streets located within the incorporated Town of Pitkin; and

**WHEREAS**, the Town of Pitkin and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, the Town of Pitkin and Gunnison County in consideration of the agreements and covenants set forth herein; do hereby enter into this Agreement for the provision of winter road maintenance services:

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2018 to May 31, 2019, unless otherwise terminated in accordance with Section III below. This Agreement may be extended for the terms of November 1, 2019 to May 31, 2020 and November 1, 2020 to May 31, 2021 upon agreement by both parties.

**SECTION II  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Pitkin only as follows:

1. Gunnison County Public Works Department will provide basic winter maintenance as follows:

The truck equipped with a plow/sander will plow the asphalt portion of Main Street as part of his initial run on Quartz Creek Road (CR#76).

A motor grader will plow only the Pitkin town streets, identified as plow routes, and marked in yellow as shown on Exhibit A., incorporated herein.

2. Streets plowed with a motor grader equipped with a wing will be plowed and widened to the extent possible on the day of the storm. The arrival time of the motor grader will be consistent with plow times in recent years. Streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on other primary roads within the unincorporated County.
3. Mailboxes will not be plowed or shoveled by Gunnison County.
4. No roads in the Town of Pitkin will be sanded per their request.
5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

### **SECTION III PAYMENT FOR WINTER MAINTENANCE**

The Town of Pitkin, beginning on January 1, 2018, will reimburse the County in an amount equivalent to the County sales tax municipal shareback, which is approximately \$6,000 per year. The Town of Pitkin acknowledges that such payment may not reimburse Gunnison County for its total expenses in the performance of the work.

### **SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES**

The Town of Pitkin and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Pitkin other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing and that the Town of Pitkin shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

### **SECTION V INDEMNIFICATION**

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Pitkin of governmental immunity. It is expressly agreed that, the Town of Pitkin shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

**SECTION VI  
RECORDS**

Gunnison County shall maintain records of the time and equipment spent on performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to the Town of Pitkin upon request.

**SECTION VII  
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII  
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

Any and all modifications or alternations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X  
TERMINATION**

It is understood and agreed by and between the Town of Pitkin and Gunnison County that is Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on \_\_\_\_\_, 2018 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON  
STATE OF COLORADO

ATTEST:

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

\_\_\_\_\_  
Phil Chamberland, Chairperson

**APPROVED** on \_\_\_\_\_, 2018 by the Pitkin Town Council.

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

10/23/2017

# Town of Pitkin

## Plow Routes =

Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Scale = 1:6100





**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (“Amendment”) modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter “Town of Pitkin”) and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter “Gunnison County”), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 (“Agreement”).

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

The term of this Agreement shall be for a period of seven months from November 1, 2021 to May 31, 2022. This Agreement may be extended for the term of November 1, 2022 to May 31, 2023 upon agreement by both parties.

Section V of the Agreement is hereby amended as follows:

**SECTION V  
INDEMNIFICATION**

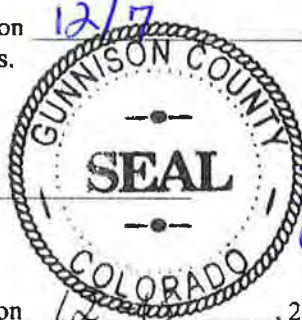
Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

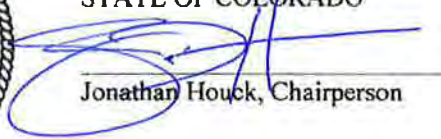
APPROVED on 12/7, 2021 by the Gunnison County Board of County Commissioners.

ATTEST:

  
Deputy Clerk




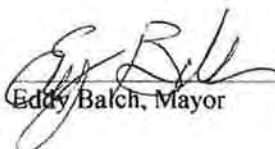
COUNTY OF GUNNISON  
STATE OF COLORADO

  
Jonathan Houck, Chairperson

APPROVED on 12/7, 2021 by the Pitkin Town Council.

ATTEST:

  
Town Clerk

  
Eddy Balch, Mayor



# Town of Pitkin Plow Routes

Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

10/23/2017

Scale = 1:6100



# Town of Pitkin

## Plow Routes =



Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Scale = 1:6100

10/23/2017



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (“Amendment”) modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter “Town of Pitkin”) and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter “Gunnison County”), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 (“Agreement”).

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

The term of this Agreement shall be for a period of seven months from November 1, 2019 to May 31, 2020. This Agreement may be extended for the term of November 1, 2020 to May 31, 2021 upon agreement by both parties.

Section V of the Agreement is hereby amended as follows:

**SECTION V  
INDEMNIFICATION**

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

**APPROVED** on \_\_\_\_\_, 2019 by the Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON  
STATE OF COLORADO

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

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

**APPROVED** on November 4, 2019 by the Pitkin Town Council.

ATTEST:

\_\_\_\_\_  
Town Clerk



\_\_\_\_\_  
Rachel New, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT made effective on this 6TH day of NOVEMBER, 2018, between the TOWN OF PITKIN, STATE OF COLORADO, who shall hereinafter be referred to as "Town of Pitkin" and the COUNTY OF GUNNISON, STATE OF COLORADO, who shall hereinafter be referred to as "Gunnison County," both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, the Town of Pitkin and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of winter snow removal and/or plowing on certain streets located within the incorporated Town of Pitkin; and

**WHEREAS**, the Town of Pitkin and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, the Town of Pitkin and Gunnison County in consideration of the agreements and covenants set forth herein; do hereby enter into this Agreement for the provision of winter road maintenance services:

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2018 to May 31, 2019, unless otherwise terminated in accordance with Section III below. This Agreement may be extended for the terms of November 1, 2019 to May 31, 2020 and November 1, 2020 to May 31, 2021 upon agreement by both parties.

**SECTION II  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Pitkin only as follows:

1. Gunnison County Public Works Department will provide basic winter maintenance as follows:

The truck equipped with a plow/sander will plow the asphalt portion of Main Street as part of his initial run on Quartz Creek Road (CR#76).

A motor grader will plow only the Pitkin town streets, identified as plow routes, and marked in yellow as shown on Exhibit A., incorporated herein.

2. Streets plowed with a motor grader equipped with a wing will be plowed and widened to the extent possible on the day of the storm. The arrival time of the motor grader will be consistent with plow times in recent years. Streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on other primary roads within the unincorporated County.
3. Mailboxes will not be plowed or shoveled by Gunnison County.
4. No roads in the Town of Pitkin will be sanded per their request.
5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or her designee.

### **SECTION III PAYMENT FOR WINTER MAINTENANCE**

The Town of Pitkin, beginning on January 1, 2018, will reimburse the County in an amount equivalent to the County sales tax municipal shareback, which is approximately \$6,000 per year. The Town of Pitkin acknowledges that such payment may not reimburse Gunnison County for its total expenses in the performance of the work.

### **SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES**

The Town of Pitkin and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Pitkin other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing and that the Town of Pitkin shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

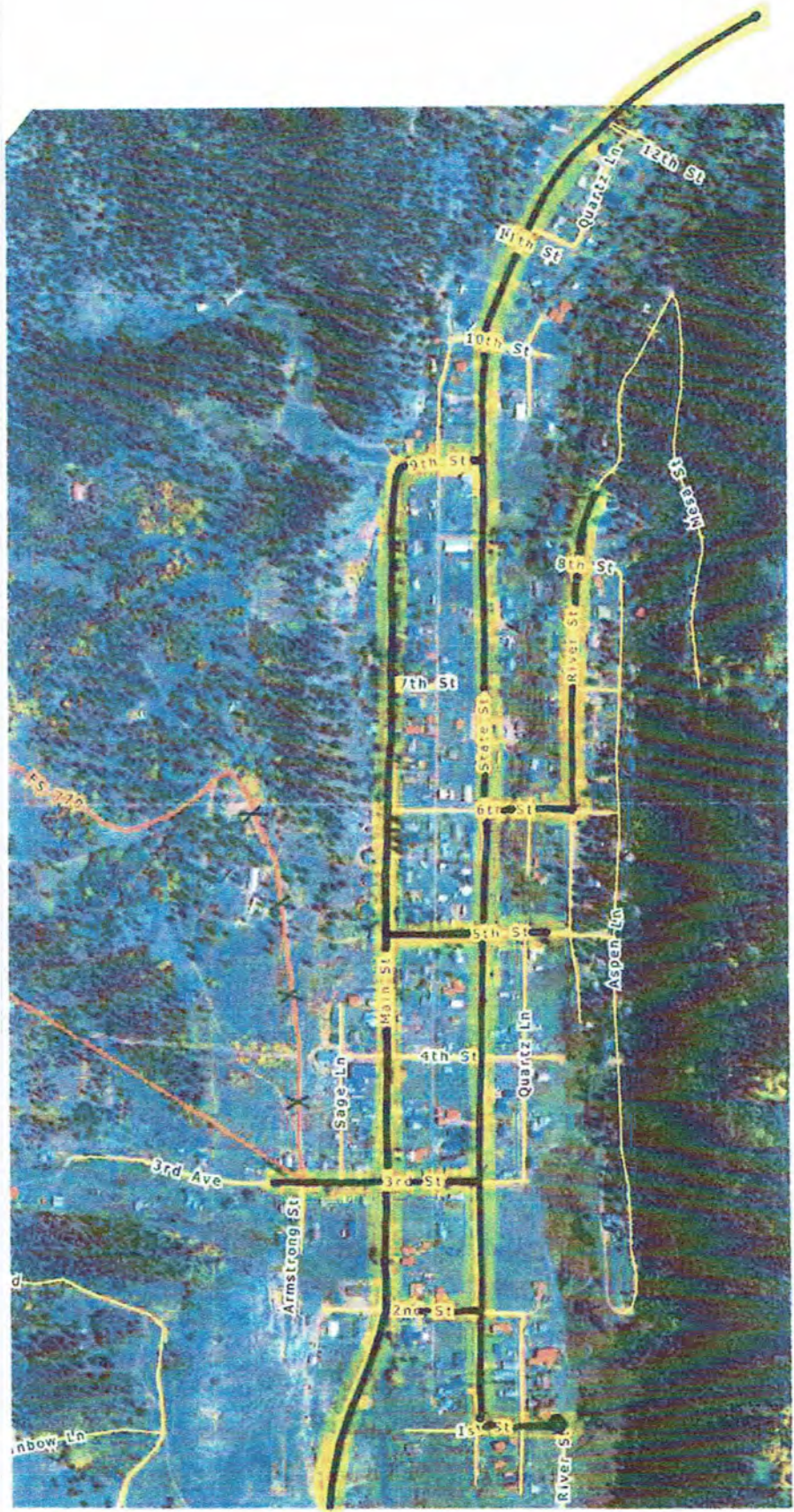
### **SECTION V INDEMNIFICATION**

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Pitkin of governmental immunity. It is expressly agreed that, the Town of Pitkin shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

# Town of Pitkin

 = Plow Routes

Scale = 1:6100  
Disclaimer: The data herein is general in nature, and not assumed to be complete nor accurate in its entirety, and is therefore to be used with all disclaimers necessary.  
The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways  
10/23/2017



**SECTION VI  
RECORDS**

Gunnison County shall maintain records of the time and equipment spent on performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to the Town of Pitkin upon request.

**SECTION VII  
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII  
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

Any and all modifications or alternations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X  
TERMINATION**

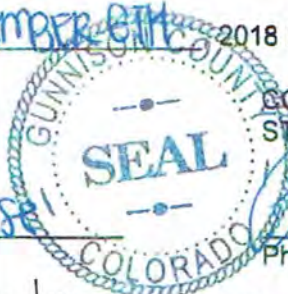
It is understood and agreed by and between the Town of Pitkin and Gunnison County that is Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on NOVEMBER 8TH 2018 by the Gunnison County Board of County Commissioners.

ATTEST:

Elizabeth Mense  
Deputy Clerk



COUNTY OF GUNNISON  
STATE OF COLORADO

Phil Chamberland  
Phil Chamberland, Chairperson

**APPROVED** on 11/12/18 2018 by the Pitkin Town Council.

ATTEST:

[Signature]  
Town Clerk

Rachel Jew  
Mayor



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

**Agenda Item:** Contract No GUNNISON-RDAI-2024-2025; Vaisala; Road

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

**Parties to the Agreement:** Vaisala

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is a one year contract renewal for a road assessment software that will support planning, maintenance and ballot efforts in the Road & Bridge department.

**Fiscal Impact:** 9,736

**Submitted by:** MARTIN SCHMIDT

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/19/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024



Name: Gunnison County– RoadAI

Owner: Jennifer Holmquist

Created: 8/12/2024

Identifier: Gunnison-RDAI-2024-2025

Status: Approved

Revision: 1

Pages: 1 (8)

# Gunnison County, CO RoadAI

## Surveying Using Computer Vision With AI Enabled Learning

### Revision History

Version	Status	Date/Sales Manager	Description of Change	Approver
1.0	Approved	8/12/2024 / Jennifer Holmquist	Original	JEHOLM

### Contents

- 1 Overview .....
- 2 The Strategic Case .....
- 3 Service Description .....
- 4 Financial Case .....
- 5 Project Management.....



Name: Gunnison County, CO – RoadAI  
Owner: Jennifer Holmquist  
Created: 8/12/2024  
Identifier: GUNNSION-RDAI-2024-2025

Status: Approved  
Revision: 1  
Pages: 2 (8)

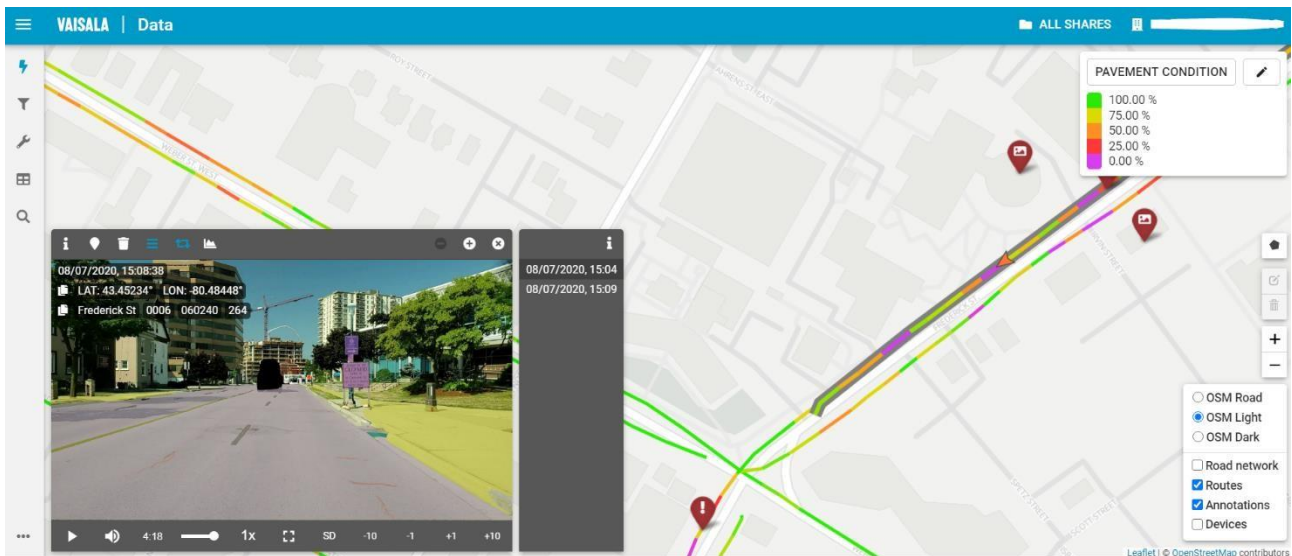
6 General Conditions of Subscriptions Services .....  
7 Agreement .....  
8 Appendix.....

## Gunnison County, CO – RoadAI

This document sets out Vaisala’s proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing and ongoing asset management practices at Gunnison County, CO.

### 1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies ASTM PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand. *Figure 1 – Pavement Condition Heatmap*



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in Gunnison County, CO, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a more timely fashion, enabling the programming of maintenance works more efficiently.

## 2 The Strategic Case

### 2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions...

## 2.2 Road Condition Surveys

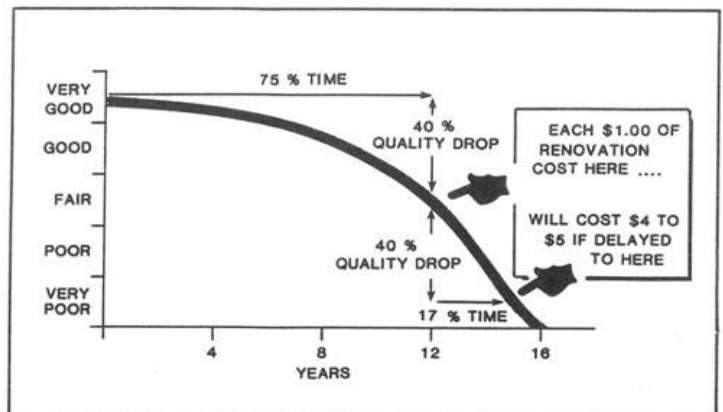
Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset
- Data driven forward program planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

### 2.2.1 Investment Model



<https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm>



## 2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

## 3 Service Description

The RoadAI service has been configured in consultation with the Gunnison County, CO project team, and is based on a combination of the following core elements:

- Computer Vision Base License
- Recording License
- Application Layers
- Data Storage

### 3.1 Computer Vision Base License

The Computer Vision Base License covers provision of the core service including:

- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.
- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the organizational base license is based on the size of the organization <sup>1</sup>, and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project - 130 Miles.
- Contract duration - 12 months
- Contract period – 12/1/2024 to 11/30/2025

### **3.2 Recording Licenses**

Based on anticipated use profile and in consultation with the Gunnison County, CO project team, we have configured this proposal to include 1 Basic data collection licenses.

### **3.3 Application Layers**

RoadAI can be configured to enable different application layers to suit the objectives of Gunnison County, CO. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

#### **3.3.1 Road Condition**

Data is analyzed following a process based on ASTM PCI, and reported in 10, 20 or 100m sections tied to the sectional reference data<sup>2</sup> for Gunnison County, CO's road network.

Defects can be viewed as discreet heatmap layers on the map based UI, or as a combined overall condition heatmap. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

#### **3.3.2 Road Markings**

Data is analyzed using computer vision process to identify road marking condition based on visible deterioration. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

#### **3.3.3 Road Signs**

Road signs are automatically detected, classified and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location<sup>3</sup>.

---

## **4 Financial Case**

Set out below are the annual costs for delivering the service over the next 12 months.

---

<sup>1</sup> Defined by total network length, for Gunnison County, CO this is taken as 130 Miles.

<sup>2</sup> Network reference data to be provided by Gunnison County, CO as shapefile.



Name: Gunnison County, CO – RoadAI  
 Owner: Jennifer Holmquist  
 Created: 8/12/2024  
 Identifier: GUNNSION-RDAI-2024-2025

Status: Approved  
 Revision: 1  
 Pages: 6 (8)

Item Qty		Unit Cost
	Base License, including Road Condition, Road Markings and Road Signs application layer processing	1 \$7,500.00
	Data collection license (250 hours)	1 \$2,000.00
	Data Storage (hours)	59 \$236.00
	hours	
	<b>Total Cost</b>	<b>\$9,736.00</b>

All pricing is shown in US Dollars exclusive of tax which will be applicable at the prevailing rate at the time of invoicing.

**4.1 Payment Schedule**

4 weeks after receipt of order

**5 General Conditions of Subscriptions Services**

Vaisala Group’s General Conditions of Subscription Services apply. To see all, reference our linked PDF page at [General-Conditions-of-Subscription-Services-DOC250754.pdf \(vaisala.com\)](#).

All the information contained herein is confidential and the IPR remains the property of Vaisala. Copying or sharing of this information without permission of the author is prohibited.

All pricing quoted in US Dollars subject to tax which will be applicable at the prevailing rate at the time of invoicing.

**6 Agreement**

Signed on behalf of Vaisala Inc.

Signed on behalf of Gunnison County

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Gunnison County Billing Address (please fill out)**

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

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

Email: \_\_\_\_\_

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

## 7 Appendix

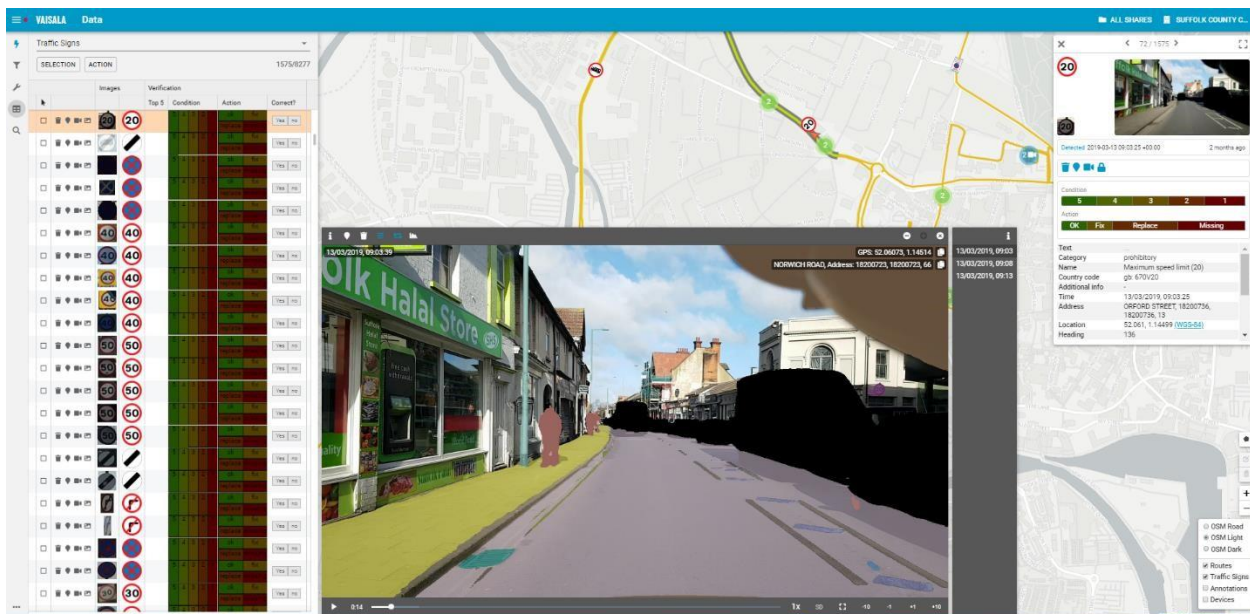
### 7.1 Data Collection Via Smartphone

Figure 2 - Smartphone is mounted outside the swept path of the wipers.



### 7.2 Sign mapping

Figure 2 - User Interface with access to video archive and computer vision detections



Various filtering tools are available within the UI to enable isolation of data by date and time.

Traffic signs can be filtered using label groups, categories, detection type (options: all detections, new detections, new or miss detections), misses in a row, detections from video and detection confidence.



### 7.3 Road defect mapping

Figure 3 - Segmentation model illustrating feature classification

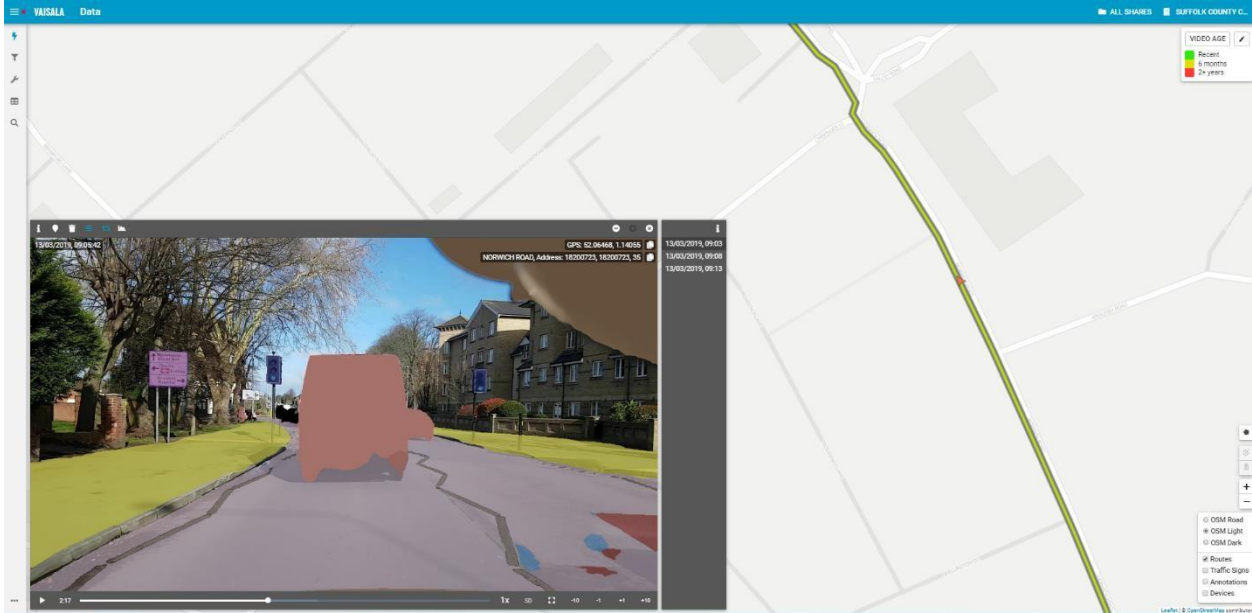
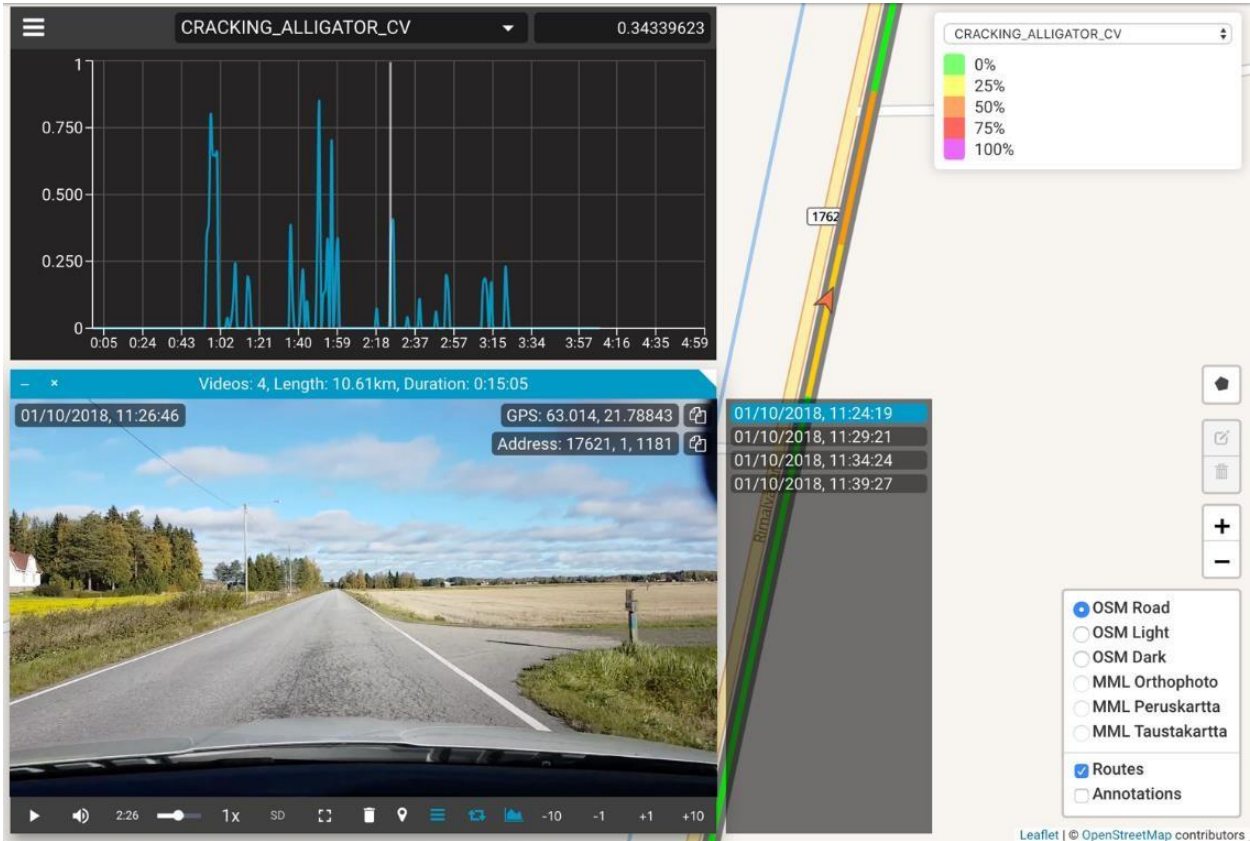


Figure 2 – Analyzed Heatmap (Road pavement defects / road markings)



DOC250754-B

## Observations for a Better World

Vaisala enables enhanced safety, efficiency and decision making through its measurement products and related services.

Our way of operating is driven by customer focus, innovation, integrity and collaboration. They guide us in our everyday activities, both within Vaisala and with our partners and customers.



These **General Conditions of Subscription Services of Vaisala Group** (“Conditions”) govern and explain the terms under which a Vaisala Group Company, as identified in a quotation, acknowledgement of order or invoice (hereinafter “Vaisala”, “we”, “us” or “our”), agrees to the provision of subscription services (“Subscription Services”) to Vaisala’s customer (“Customer”, “you” or “your”). By submitting a purchase order (including orders and click-throughs in Vaisala Online Store and other platforms referencing these Conditions), request for offer or any other document to acquire Subscription Services, acting on any Vaisala document referencing these Conditions, or using or accessing any of the Subscription Services, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply. If you are an individual acting on behalf of a legal entity, you represent and warrant that you are authorized to act on behalf of such entity, in which case “you” will refer to such legal entity.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract (“Contract”) between us and you. In the event of conflict between the Service Description(s) (as defined hereinafter) and these Conditions, the Service Description(s) shall prevail.

The Contract may be superseded or amended only by a separate written agreement agreed upon and executed by the parties (“Agreement”).

## Common conditions

<p><b>1 Prices and Payment; Invoicing; Taxes</b></p>	<p><b>1.1</b> Subscription Services, fees and other relevant information are set out in our quotation, acknowledgement of order and/or related Vaisala documentation. Subscription Services, together with associated terms and conditions, may be further detailed in the documentation specific to a given Subscription Service (“Service Description”) attached to or referenced in our quotation or acknowledgement of order, or otherwise made available to you.</p> <p><b>1.2</b> We will invoice you for the recurring fees of the Subscription Services annually in advance. Additional fees for metered usage components, optional features, add-ons and extra charges will be invoiced upon their occurrence. We have the right to increase the fees by notifying you in writing at least sixty (60) calendar days prior to the last day of the then-current Subscription Period (as defined in Section 14 below). In addition, in the event roaming or other telecommunication charges linked to the Subscription Services increase, we reserve the right to increase the fees correspondingly with thirty (30) days written notice at any time.</p> <p><b>1.3</b> Except for refunds under Section 8.3 and Section 26, all fees are non-refundable.</p> <p><b>1.4</b> Once we have established any credit limitations, our pricing is based on net 30 days payment terms from the date of invoice. We may agree to apply different payment terms, for which additional charges may apply. All payments must be made directly by you.</p>
--	--

DOC250754-B

---

**1.5** We do not include any taxes, duties or additional charges of any kind in our fees, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities.

**1.6** Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon the first day of delay, we reserve the right to suspend provision of Subscription Services until any unpaid amount, including interest, has been paid in full.

---

**2 Data Definitions;  
Licenses**

**2.1** For the purposes of the Contract, the following definitions apply:

“Product Data” means data pertaining to the performance, condition, and maintenance of Vaisala-provided products (“Products”) that you may acquire from us (and consequently have the ownership of such Products) in a transaction separate from the provision of Subscription Services. For avoidance of doubt, any data pertaining to any equipment owned by us is not Product Data, and we retain all rights to such data.

“Measurement Data” means data measured or generated by any equipment owned by you (or third parties) and made available to us in relation to Subscription Services, as well as related metadata (such as location and timing of the measurement). For avoidance of doubt, any data pertaining to any equipment owned by us is not Measurement Data, and we retain all rights to such data.

“Generalized Data” means data based on further processing of Measurement Data or Product Data, or combination thereof with other data or materials, which data (i) doesn’t include information on your identity, and (ii) doesn’t include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such).

**2.2** Subject to the payment of fees and conditioned on your (and the authorized end-users’) compliance with the Contract, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services for your internal business purposes during the Subscription Period. Service Description(s) may provide you with broader or additional licenses.

**2.3** You may not, directly or indirectly, and shall not permit any authorized end-users to: (i) copy, modify, or create derivative works of Subscription Services, information, data, forecasts, or similar items provided or generated by Subscription Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services to third parties; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Subscription Services; (iv) remove any proprietary notices from Subscription Services or associated documentation; or (v) use Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Service Description(s) may provide you with a limited, non-exclusive, non-transferable, non-sublicensable license allowing some of the excluded items in (i) and (ii).

**2.4** When and to the extent we have access to Measurement Data or Product Data in relation to or in connection with the provision of Subscription Services, you hereby grant the following licenses:

1. We shall have the right to process Product Data for the purposes of provision of Subscription Services to you and for our quality control, research and development purposes.
  2. We shall have the right to process Measurement Data for the purposes of providing Subscription Services to you (including support and maintenance).
-

DOC250754-B

	<p>3. We shall have the right to create sets of Generalized Data based on Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data.</p> <p>2.5 We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research, and development (including without limitation right to develop our machine learning systems) and provision of value-added services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties.</p> <p>2.6 Except as explicitly provided in this Section 2, each party retains its respective rights.</p>
<p><b>3 Responsibility for Use of Subscription Services; Customer Responsibilities</b></p>	<p>3.1 The use and application of any information, data, forecast, or similar item provided or generated by the Subscription Services shall be your sole responsibility and/or the authorized end-users of those Subscription Services. You and/or the authorized end-users shall assume all liabilities and obligations with respect to any use or application, including integration with your own products and services (when allowed), of such information, data, forecast or similar item.</p> <p>3.2 You will cause the authorized end-users to comply with the Contract and shall be responsible for their actions and omissions. If you suspect any violation by any of the authorized end-users, you will notify us without delay and shall terminate their access to Subscription Services in addition with any other appropriate mitigation measures.</p> <p>3.3 You are solely responsible for the security and use of your and the authorized end-users' login and access credentials. If you suspect that an unauthorized person has gained access to Subscription Services, you will notify us without delay in addition with any other appropriate mitigation measures.</p> <p>3.4 Except for the items provided by us as part the Subscription Services, you are responsible for acquiring, installing, configuring, and maintaining all hardware and software necessary for your access to and use of Subscription Services. You are solely responsible for arranging, maintaining, and paying for appropriate communication network connections to enable your access to and use of Subscription Services.</p> <p>3.5 We retain the ownership of any item (other than Products) provided by us to you as part of Subscription Services. You are hereby granted a limited, non-transferable, non-sublicensable license to use such items for the purpose of enabling the provision of the related Subscription Services by us.</p> <p>3.6 Unless otherwise stated, the delivery term for the items delivered by us to you shall be DAP [<i>your delivery address</i>] (Incoterms 2020). DAP [<i>applicable Vaisala facility delivery address</i>] (Incoterms 2020) applies when you return to us any item owned by us.</p>
<p><b>4 Limitation of Liability</b></p>	<p>4.1 Subscription Services are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a fee increase or other changes. Please carefully read the following limitation of liability provisions.</p> <p>4.2 Except in the case of gross negligence, willful misconduct, or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the fees of Subscription Service(s) paid during a period of twelve (12) months prior to the event causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable.</p> <p>4.3 Nothing in this Section 4 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.</p>
<p><b>5 General Indemnity</b></p>	<p>5.1 Within the limits provided for in Section 4, each party shall hold harmless, defend, and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss attributed to, or caused by, either party's negligent performance under the Contract or by Subscription Services supplied by us.</p>

DOC250754-B

	<p><b>5.2</b> The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence, or fraud of the party seeking to be indemnified.</p>
<p><b>6 Force Majeure</b></p>	<p><b>6.1</b> Despite our coordinated efforts and intentions to provide Subscription Services to you as planned, the parties realize that not all things go according to plan. This Section 6 provides relief to each party in Force Majeure events, as detailed below.</p> <p><b>6.2</b> Neither party shall be liable for delay or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors.</p> <p><b>6.3</b> The party affected by a Force Majeure event shall notify the other party in writing (with email being sufficient) as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under this Section 6 for more than six (6) months.</p>
<p><b>7 Acceptance; Warranty; Disclaimer</b></p>	<p><b>7.1</b> Subscription Services shall be deemed accepted by you upon us providing or you accessing Subscription Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after provision or accession of Subscription Services (or part thereof).</p> <p><b>7.2</b> We provide Subscription Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Subscription Services, in material conformance with the Contract and associated documentation, including Service Description(s).</p> <p><b>7.3</b> Following your substantiated written claim of Subscription Services (or part thereof) not being compliant with this Section 7, presented within the time period set forth in Section 7.1, we will reperform such non-compliant Subscription Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 7.</p> <p><b>7.4</b> Warranty does not apply in the event that: (i) Subscription Services are not used in accordance with the Contract and associated documentation, including the Service Description(s); or (ii) any non-compliance is caused by you, authorized end-users, or by any product or service not provided by us; or (iii) any non-compliance is caused by an event out of our control. Further, you acknowledge that access to and use of Subscription Services are dependent on the availability and functionality of third-party communications networks, and that we are not responsible for unavailability, slow-downs, or any other issue you may experience in accessing or using Subscription Services resulting from such networks.</p> <p><b>7.5</b> We do not make any representations or warranties, express or implied, statutory or otherwise, regarding the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration of Subscription Services with other services, or that the operation of Subscription Services will be secure, uninterrupted, or error free. Further, we do not make any representations or warranties, express or implied, statutory or otherwise, that any information, data, forecast or similar item will occur or has occurred as the reports, forecasts, graphics, data, or information included in or delivered to you by Subscription Services, state, represent or depict.</p> <p><b>7.6</b> Further, you acknowledge that forecasting is an inexact science. All forecasts provided as part of or in connection with Subscription Services inherently contain errors, and thus they are provided “as is” without warranty of any kind, either expressed or implied.</p>
<p><b>8 Modifications</b></p>	<p><b>8.1</b> We constantly strive to develop and improve Subscription Services. We may modify Subscription Services and associated documentation, including Service Description(s), at any time. Modifications may include optional new features of Subscription Services, which you may use subject to the then-current Service Description(s) and additional fees (when applicable).</p> <p><b>8.2</b> We will notify you of modifications by email, release notes, our website, making available an updated Service Description, via the Subscription Services user interface, or other appropriate means.</p>

DOC250754-B

	<p><b>8.3</b> If you establish that a modification is not solely an enhancement, and it materially reduces Subscription Services, you may terminate the Contract in relation to Subscription Services so materially reduced, by providing written notice to us (with email being sufficient) within thirty (30) days after receipt of our notice given in accordance with Section 8.2. We will refund the fees applicable to the terminated Subscription Services for the remainder of their Subscription Period. For avoidance of doubt, these Conditions remain in full force and effect in relation to other Subscription Services provided under the Contract.</p> <p><b>8.4</b> We may modify these Conditions at any time and will inform you of such modifications by making a new version of these Conditions available on our website. The modified version shall be applied from the start of the Subscription Period immediately following the modification date. By continuing to use Subscription Services, you agree to and accept all the modifications to these Conditions.</p>
<p><b>9 Suspension</b></p>	<p><b>9.1</b> Upon written notice to you (with email being sufficient), we may suspend provision of Subscription Services if we reasonably determine: (i) payment for our fees is not received by the date on which payment is due; (ii) you or your use (including use by the authorized end-users) of Subscription Services is in breach of the Contract; (iii) your use (including use by the authorized end-users) of Subscription Services poses a security risk to Subscription Services or other users; or (iv) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency.</p> <p><b>9.2</b> You will remain responsible for all fees incurred before and during the suspension. You will not be entitled to any service credits (if applicable) or other compensation under the Contract that you might have otherwise accrued during the period of suspension.</p>
<p><b>10 Security; Maintenance</b></p>	<p><b>10.1</b> We employ reasonable security measures consistent with relevant industry practices and in accordance with our security procedures as amended from time to time.</p> <p><b>10.2</b> In order to provide you with well-functioning Subscription Services, we perform both scheduled and unscheduled maintenance work. We inform you of scheduled maintenance windows through appropriate channels and may inform you of unscheduled maintenance activities in advance or after they take place.</p> <p><b>10.3</b> You acknowledge that maintenance work may impact the functioning and availability of Subscription Services and agree that you shall have no recourse against us based on such impacts. In the calculation of service level agreement metrics (if any), impacts of any maintenance work shall be excused and excluded.</p>
<p><b>11 Attribution</b></p>	<p><b>11.1</b> To the extent you are allowed to make any information, data, forecast, or similar item provided or generated by Subscription Services available to third parties (other than your affiliates), you shall conspicuously display the appropriate Vaisala logo that indicates that the information, data, forecast and similar items are provided by us. If displaying the Vaisala logo is not possible due to technical reasons, the text “Vaisala” shall be displayed, referring to the source of information, data, forecast or similar item. We may provide you with detailed instructions on the use of the Vaisala logo. Further, you agree to include any third-party attributions when making any such third-party information, data, forecast or similar item available to third parties.</p> <p><b>11.2</b> You may not use the Vaisala logo or text, or any third-party attribution, in any way that implies that your products or services are provided or endorsed by us or any such third party.</p>
<p><b>12 Analyses</b></p>	<p><b>12.1</b> We may create analyses utilizing information derived from your (and the authorized end-users’) use of Subscription Services (“Analyses”). Analyses typically anonymize and aggregate information on such use, and in other respects they will comply with Vaisala’s Privacy Policy. Analyses may be combined with Product Data and Measurement Data.</p> <p><b>12.2</b> We may use Analyses for: (i) development of Subscription Services’ features and functionality, performance, workflows and user interfaces and development of new products and services, (ii) improving our technical support, (iii) capacity and demand planning, (iv) training and</p>

DOC250754-B

		developing machine learning algorithms, (v) verification of security measures and data integrity, and (vi) identification of trends and developments, creation of indices and benchmarking.
<b>13</b>	<b>Subcontractors and Suppliers</b>	<p><b>13.1</b> In order to provide quality Subscription Services and to serve you in an efficient manner, we may use subcontractors and third-party suppliers in connection with the provision of Subscription Services.</p> <p><b>13.2</b> We remain responsible for the activities of our subcontractors and suppliers.</p>
<b>14</b>	<b>Subscription Period; Auto-Renewals</b>	<p><b>14.1</b> The Contract shall become effective on: (i) us granting you access to Subscription Services, or you otherwise accessing or using Subscription Services; (ii) the date defined in our quotation or acknowledgement of order; (iii) the date defined in the applicable Service Description; or (iv) start of the Freemium or Trial (as defined in Section 16), whichever is the earliest ("Effective Date"). The Contract shall remain effective for a period of twelve (12) months from the Effective Date ("Subscription Period"). The Subscription Period will automatically renew for a period of corresponding length, unless terminated in accordance with Section 14.2 below. The Contract applies to all renewed Subscription Periods.</p> <p><b>14.2</b> Each party may opt-out of auto-renewal of any Subscription Period by notifying the other party in writing (with email being sufficient) sixty (60) days prior to the last day of the then-current Subscription Term.</p>
<b>15</b>	<b>Additional Software; License</b>	<p><b>15.1</b> To the extent we separately grant you a license for software for installation on your infrastructure in connection with providing you Subscription Services, such license is governed by the General License Conditions of Vaisala Group, which are available here: <a href="https://www.vaisala.com/en/vaisala-policies#terms-and-conditions">https://www.vaisala.com/en/vaisala-policies#terms-and-conditions</a></p>

### Freemiums and Trials

<b>16</b>	<b>Definitions; Applicability</b>	<p><b>16.1</b> Freemium services ("Freemium") mean the provision of Subscription Services free of charge, coupled with the option to acquire additional features of those Subscription Services for a charge.</p> <p><b>16.2</b> A trial ("Trial") means the provision of Subscription Services free of charge for trial purposes for a limited period of time.</p> <p><b>16.3</b> When Subscription Services consist of, or include, Freemiums or Trials, Sections 16-19, in addition to Common conditions and Governance conditions, apply to those Subscription Services or to the applicable part thereof.</p>
<b>17</b>	<b>License</b>	<p><b>17.1</b> You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Freemiums and Trials for your internal business purposes. Commercial use of Freemiums and Trials is prohibited.</p> <p><b>17.2</b> Freemiums are provided for a period defined in the associated documentation. A Subscription Period for optional, for-a-charge features of Freemiums shall be defined in the associated documentation.</p> <p><b>17.3</b> You may try out the Trials for a period beginning on the date when we provide you with the access to Trials and ending at the end of the defined trial period.</p> <p><b>17.4</b> We reserve the right at any time to terminate the Trials for convenience and without prior notice.</p>
<b>18</b>	<b>Invoicing</b>	<p><b>18.1</b> Freemiums and Trials are provided free of charge.</p> <p><b>18.2</b> Recurring fees for the optional features of the Freemiums are invoiced annually in advance.</p>
<b>19</b>	<b>No Warranty</b>	<p><b>19.1</b> Freemium and Trials are provided with limited features and functionality, without any support and "as is"/"as available" without indemnification or warranty of any kind. Warranty in Section 7 and indemnification in Section 26 do not apply to Freemiums and Trials.</p> <p><b>19.2</b> Notwithstanding the above, for-a-charge features of Freemiums carry the standard warranty set forth in Section 7 and Section 26 applies to such features.</p>

DOC250754-B

### Implementation services

<p><b>20 Definition; Applicability</b></p>	<p><b>20.1</b> Implementation services (“Implementation Services”) mean professional services related to the deployment of Subscription Services, including for example integration, parametrization, data transfers and conversions.</p> <p><b>20.2</b> When the deployment of Subscription Services includes Implementation Services, Sections 20-24, in addition to Common conditions and Governance conditions, apply to such Implementation Services or to the applicable part thereof.</p>
<p><b>21 License</b></p>	<p><b>21.1</b> You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the results and deliverables of the Implementation Services for your internal business purposes only in connection with the relevant Subscription Services during the Subscription Period.</p>
<p><b>22 Customer Obligations</b></p>	<p><b>22.1</b> You agree to contribute to the provision of Implementation Services with respect to the factors that are under your control and/or as reasonably instructed by us.</p> <p><b>22.2</b> You agree to make without delay the decisions necessary for the proper and timely provision of Implementation Services. Further, you shall assign all the resources, personnel and time required for the timely and efficient provision of Implementation Services as reasonably instructed by us.</p>
<p><b>23 Invoicing</b></p>	<p><b>23.1</b> We will invoice you for the fees upon completion of the Implementation Services.</p>
<p><b>24 Acceptance; Warranty</b></p>	<p><b>24.1</b> Implementation Services shall be deemed accepted by you upon the completion of Implementation Services (or part thereof), unless we receive a substantiated written claim within seven (7) days after the completion of Implementation Services (or part thereof), or upon you taking the results and/or deliverables of Implementation Services into use, whichever is earlier.</p> <p><b>24.2</b> We provide Implementation Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Implementation Services, in material conformance with the Contract and associated documentation, including Service Description(s).</p> <p><b>24.3</b> Following your substantiated written claim of Implementation Services (or part thereof) not being compliant with this Section 24, presented within the time period set forth in Section 24.1, we will reperform such non-compliant Implementation Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 24.</p>

### Governance conditions

<p><b>25 Confidentiality</b></p>	<p><b>25.1</b> We have specific and unique data, information, knowledge, and know-how regarding Subscription Services and their applications. All the data and information provided by us to you, inclusive of Service Descriptions, fees, drawings, technical data, technology, and materials, which is not publicly available, is proprietary and confidential to us (“Vaisala Information”). You agree to use Vaisala Information only for the purposes of the Contract. You will not disclose Vaisala Information to third parties (except to your affiliates) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information.</p> <p><b>25.2</b> You may choose to disclose certain non-public information (“Customer Information”) to us. We agree to use Customer Information only for the purposes of the Contract and will not disclose Customer Information to third parties (except to our affiliates, representatives and channel partners).</p> <p><b>25.3</b> Unless the parties have a valid non-disclosure or confidentiality agreement in place, the obligations of this Section 25 shall survive for a period of three (3) years from the initial disclosure.</p>
----------------------------------	--



DOC250754-B

---

<b>26 Intellectual Property Rights and Indemnification</b>	<p><b>26.1</b> We, other Vaisala Group Companies, and our suppliers and licensors own all intellectual property rights in and related to Subscription Services, including software code, graphic design, layout and user interfaces, Service Descriptions, associated documents, related know-how, knowledge and processes, and any derivative works of them. All rights not expressly granted to you in the Contract are reserved by us, other Vaisala Group Companies, and our suppliers and licensors.</p> <p><b>26.2</b> Licenses to Product Data and Measurement Data are set forth in Section 2.4.</p> <p><b>26.3</b> Subscription Services may utilize open source or other third-party software which are subject to their respective license terms, which are deemed to be incorporated into, and in case of conflict, supersede, these Conditions. We are not responsible for the availability or fulfillment of any such software.</p> <p><b>26.4</b> Subscription Services may include links to or integrations with online and other services made available by third parties (other than Vaisala Group Companies) that are accessed through Subscription Services, and they are subject to terms and conditions of those third parties' services. You are deemed to have accepted such terms and conditions by using those third-party services.</p> <p><b>26.5</b> We act diligently to avoid third party intellectual property rights violations. If it is asserted that any Subscription Services or part thereof violates any third-party intellectual property right, we reserve the right to modify Subscription Services to remove such violations, or, if not commercially reasonable, refund prepaid fees for, and immediately terminate provision of, Subscription Services or parts thereof so affected.</p> <p><b>26.6</b> In the event remedy under Section 26.5 is not available, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Subscription Services provided to you infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.</p> <p><b>26.7</b> Customer Indemnified Parties shall without delay notify us in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and you shall give all necessary information, authorization and assistance to defend the same.</p> <p><b>26.8</b> The provisions of this Section 26 are your sole remedy and our sole liability for any intellectual property infringements.</p> <p><b>26.9</b> You shall hold harmless, defend and indemnify us, and each of our directors, officers, members, managers and employees and our suppliers ("Vaisala Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Vaisala Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that your use of Subscription Services, in a manner which is not compliant with the Contract, infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.</p>
<b>27 Export Control; Licenses and Authorizations</b>	<p><b>27.1</b> Each party acknowledges that Subscription Services and any information, data, forecast or similar item provided or generated by the Subscription Services may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; and (iv) applicable local regulations (together the "Export Control Regulations") regulating the export and re-export of Subscription Services and any information, data, forecast or similar item provided or generated by Subscription Services.</p> <p><b>27.2</b> You represent that you, your affiliates and the authorized end-users of Subscription Services are not named on any Export Control Regulations list of restricted parties.</p>

---

DOC250754-B

	<p><b>27.3</b> Each party hereby agrees not knowingly export or re-export Subscription Services (and any information, data, forecast or similar item provided or generated by Subscription Services), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations.</p> <p><b>27.4</b> You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Subscription Services. We shall not be obliged to commence performance of the Contract until all necessary licenses and authorizations have been obtained.</p> <p><b>27.5</b> You acknowledge that violation of this Section 27 may lead to termination of the Contract, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).</p>
<b>28 Termination</b>	<p><b>28.1</b> In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate the Contract with immediate effect by written notice (with email being sufficient).</p> <p><b>28.2</b> In the event that either party materially breaches the Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate the Contract with immediate effect.</p> <p><b>28.3</b> In any event of termination, we shall be entitled to payment for Subscription Services already provided.</p> <p><b>28.4</b> Upon expiry or termination, you shall (i) discontinue use of the Subscription Services and related information, data and other items; (ii) delete all copies of the Subscription Services components from your infrastructure; (iii) return or delete all Vaisala Information.</p>
<b>29 No Assignment</b>	<p><b>29.1</b> Neither party shall be permitted to assign or transfer the Contract to another company (unless by us to a Vaisala Group Company), in whole or in part, or any rights or obligations hereunder, except with the written authorization of the other party. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 29 shall be null and void.</p> <p><b>29.2</b> Nothing in this Section 29 shall limit our right to use subcontractors and third-party suppliers.</p>
<b>30 Non-Waiver</b>	<p><b>30.1</b> Failure to enforce any right under the Contract will not be deemed a waiver of future enforcement of that or any other right.</p>
<b>31 Data Privacy</b>	<p><b>31.1</b> We value the privacy of the representatives of our customers and agree to use their personal data only for the purposes of the Contract and for marketing activities related to our Subscription Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at <a href="https://www.vaisala.com/en/vaisala-policies#privacy-policy">https://www.vaisala.com/en/vaisala-policies#privacy-policy</a>.</p>
<b>32 Reference Rights</b>	<p><b>32.1</b> We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.</p>
<b>33 Governing Law and Dispute Resolution</b>	<p><b>33.1</b> The Contract shall be governed by and constructed in accordance with the laws of the country (or state or province, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.</p> <p><b>33.2</b> The parties shall first try to resolve any dispute relating to or arising from the Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.</p>

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 6th day of October, 2023, 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 Vaisala Inc., whose address is 194 S. Taylor Avenue, Louisville, CO 80027 (herein “Contractor”).

### RECITALS

The Contractor desires to provide professional services regarding Computer Vision technology that detects pavement condition/defects, line marking condition and sign detection the road network of Gunnison County.  
 (“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 one year from execution date with option to renew.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its sound infrastructure strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed 10,670.00 and No/100 U. S. Dollars (\$\_10,670.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. 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.

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.

*[IF THE TERM IS FOR MORE THAN 1 YEAR: 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 in this Paragraph 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 60 days written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. 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. ]*

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for one (1) year after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-

renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 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.

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.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

#### 8. 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.

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 C.R.S. § 24-106-109.

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

## 9. LIMITATION OF LIABILITY

Except in the case of gross negligence, willful misconduct or fraud, Contractor's maximum liability to the County, and the County's maximum liability to Contractor, shall not exceed the price of the Product(s) or Service(s) causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable. Nothing in this Section 9 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.

## 10. 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.

## 11. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

## 12. 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.

13. 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. 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- 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.

#### 14. DELEGATION AND ASSIGNMENT.

Neither party delegate or assign its duties under this Agreement without the prior written consent of the opposing party which consent may be withheld 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.

#### 15. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen calendar (15) 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.

#### 16. OWNERSHIP OF PROPERTY.

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

#### 17. 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.

**18. 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.

**19. 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.

20. 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.

21. 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.

22. 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: Vaisala Inc.  
194 S. Taylor Avenue, Louisville, CO 80027

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.

23. 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.

24. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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.

25. 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.

26. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.


27. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement,

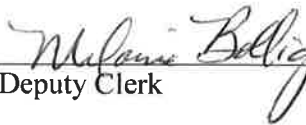
including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:   
Jonathan Houck, Chairperson

ATTEST:

  
Deputy Clerk



[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR: Vaisala Inc.

By:   
Andrew Jamison, Contracts Specialist

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the services detailed in the bid document titled "Gunnison County–RoadAI" and dated 8/7/2023 (attached)



# Gunnison County, CO

## RoadAI

### Surveying Using Computer Vision With AI Enabled Learning

#### Revision History

Version	Status	Date/Name	Description of Change	Approver
1.0	Obsolete	5/23/2023 / Bubnoski Nicole	Original	NIBUB
2.0	Obsolete	7/12/2023 / Bubnoski Nicole	Changes in pricing and contract start and end dates	NIBUB
3.0	Approved	8/7/2023 / Bubnoski Nicole	Contract start and end dates	NIBUB



Name: Gunnison County, CO – RoadAI  
Owner: Nicole Bubnoski  
Created: 8/7/2023  
Identifier: GUNNSION-RDAI-2023v3docx

Status: Approved  
Revision: 3  
Pages: 2 (9)

## Contents

1 Overview.....	3
2 The Strategic Case .....	3
3 Service Description .....	4
4 Financial Case .....	6
5 Project Management.....	6
6 General Conditions of Subscriptions Services.....	7
7 Agreement .....	7
8 Appendix.....	8

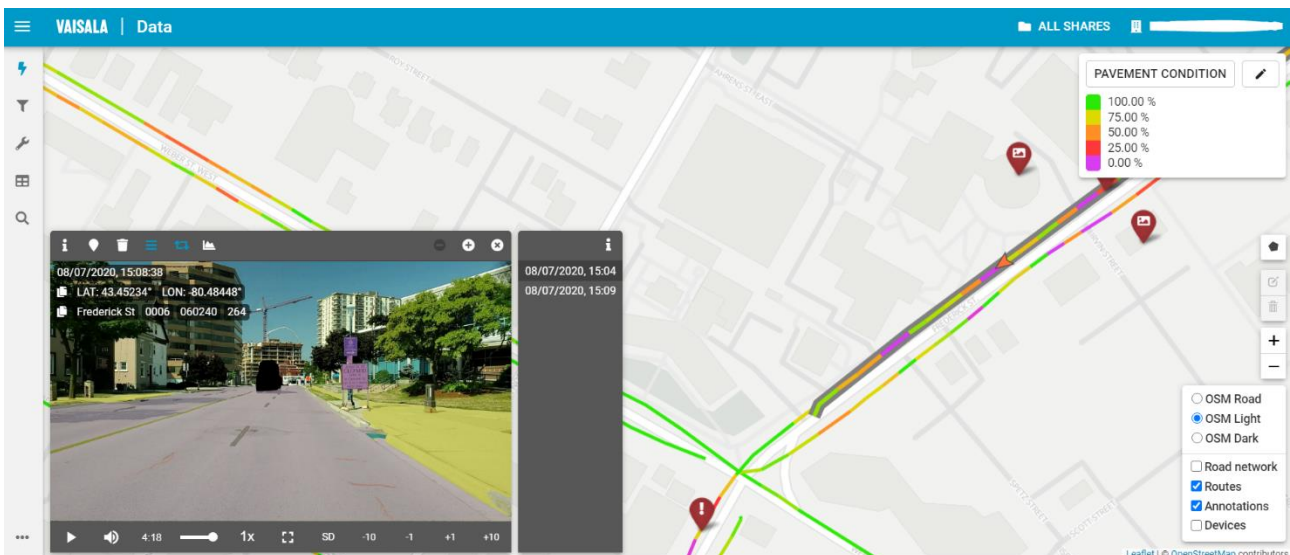
## Gunnison County, CO – RoadAI

This document sets out Vaisala’s proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing and ongoing asset management practices at Gunnison County, CO.

### 1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies ASTM PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand.

Figure 1 – Pavement Condition Heatmap



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in Gunnison County, CO, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a more timely fashion, enabling the programming of maintenance works more efficiently.

## 2 The Strategic Case

### 2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions...

### 2.2 Road Condition Surveys

Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to

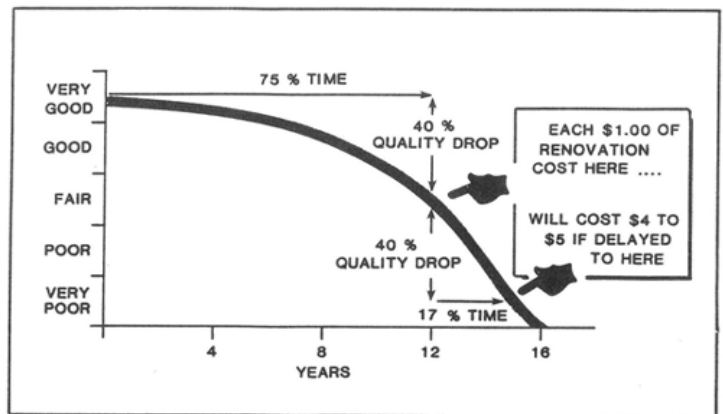
be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset
- Data driven forward program planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

### 2.2.1 Investment Model



<https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm>



### 2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

## 3 Service Description

The RoadAI service has been configured in consultation with the Gunnison County, CO project team, and is based on a combination of the following core elements:

- Organizational Base License
- Data Collection Licenses
- Application Layers
- Data Storage

### 3.1 Organizational Base License

The Organization Base License (OBL) covers provision of the core service including:

- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.
- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the organizational base license is based on the size of the organization <sup>1</sup>, and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project - 130 Miles.
- Contract duration - 12 months
- Contract period – 9/1/2023 to 8/31/2024

### **3.2 Data Collection Licenses**

Based on anticipated use profile and in consultation with the Gunnison County, CO project team, we have configured this proposal to include 1 Basic data collection licenses.

### **3.3 Application Layers**

RoadAI can be configured to enable different application layers to suit the objectives of Gunnison County, CO. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

#### **3.3.1 Road Condition**

Data is analyzed following a process based on ASTM PCI, and reported in 10, 20 or 100m sections tied to the sectional reference data<sup>2</sup> for Gunnison County, CO's road network.

Defects can be viewed as discreet heatmap layers on the map based UI, or as a combined overall condition heatmap. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

#### **3.3.2 Road Markings**

Data is analyzed using computer vision process to identify road marking condition based on visible deterioration. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

#### **3.3.3 Road Signs**

Road signs are automatically detected, classified and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location<sup>3</sup>.

This pilot project aims to enable Gunnison County, CO to integrate and evaluate the potential for the ongoing deployment of RoadAI, and in respect of that we are able to include the above applications at no cost in year one.

---

<sup>1</sup> Defined by total network length, for Gunnison County, CO this is taken as 130 Miles.

<sup>2</sup> Network reference data to be provided by Gunnison County, CO as shapefile.

<sup>3</sup> Segmentation model to automatically identify and create inventory of US and Canadian traffic signs will be added during the course of the pilot project. No charge will be made for this application.



Name: Gunnison County, CO – RoadAI  
 Owner: Nicole Bubnoski  
 Created: 8/7/2023  
 Identifier: GUNNSION-RDAI-2023v3docx

Status: Approved  
 Revision: 3  
 Pages: 6 (9)

## 4 Financial Case

Set out below are the annual costs for delivering the service over the next 12 months.

### 4.1 Costs

<b>ROADAI – PILOT PROJECT DISCOUNTED COST (Y1)</b>		<b>\$10,670.00</b>
<b>SET UP COSTS</b>		
INFOSVCTRAININGCVUS / Information Service Training-Computer Vision US	1	\$1,170.00
<b>RoadAI Service Cost</b>		
Computer Vision Base License <b>including road condition road markings and road signs application layer processing</b>	1	\$7,500.00
Data processing and storage - Use Profile (250 hours)	1	\$2,000.00

**Y2 Costs: \$9,500.00\***

*\*Includes pricing of the Computer Vision Applications: Sign, Line Marking Condition, and Pavement Condition without Set-Up Costs. Y2 costs will include data storage costs.*

## 5 Project Management

A series of project review meetings will be put in place for the purpose of reviewing progress against project objectives. It is critical that Strategic Managers and Operational Teams responsible for managing and delivering the project on behalf of Gunnison County, CO attend these meetings.

A project manager will be assigned to the project on day 1, project management meetings will be booked with the agreed project team at Gunnison County, CO, and at the first project meeting the project goals will be outlined, and in consultation with the Gunnison County, CO team, goals will be prioritized and built into the project plan that will be used as a working document to manage the project.

### 5.1 Payment Schedule

100% on completion of mobilization (set up and training), 4 weeks from receipt of order



Name: Gunnison County, CO – RoadAI  
 Owner: Nicole Bubnoski  
 Created: 8/7/2023  
 Identifier: GUNNSION-RDAI-2023v3docx

Status: Approved  
 Revision: 3  
 Pages: 7 (9)

## 6 General Conditions of Subscriptions Services

Vaisala Group's General Conditions of Subscription Services apply. To see all, reference our linked PDF page at [General-Conditions-of-Subscription-Services-DOC250754.pdf \(vaisala.com\)](#).


All the information contained herein is confidential and the IPR remains the property of Vaisala. Copying or sharing of this information without permission of the author is prohibited.


All pricing quoted in US Dollars subject to tax which will be applicable at the prevailing rate at the time of invoicing.

## 7 Agreement

Signed on behalf of Vaisala Inc.

Signed on behalf of Gunnison County, CO

Signature   
 Name Nicole Bubnoski  
 Position Sales Manager  
 Date 1/29/2024

Signature   
 Name Jonathan Houck  
 Position Chair, Gunnison Board of Cnty Commissioners  
 Date 11-7-2023

## 8 Appendix

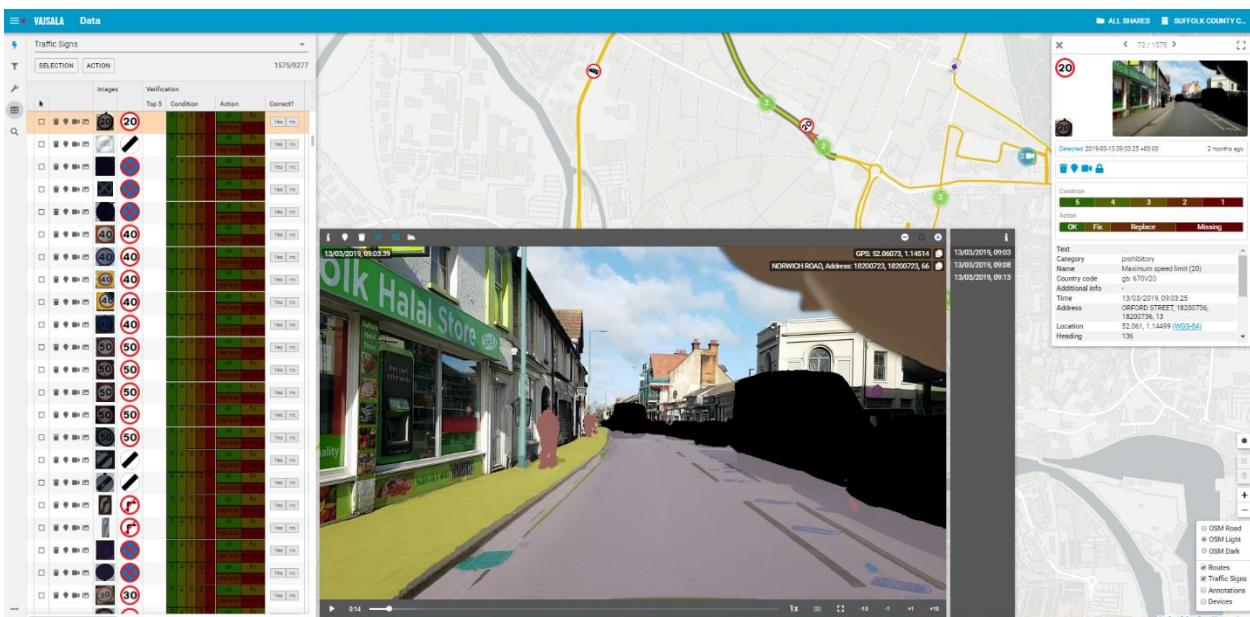
### 8.1 Data Collection Via Smartphone

Figure 2 - Smartphone is mounted outside the swept path of the wipers.



### 8.2 Sign mapping

Figure 2 - User Interface with access to video archive and computer vision detections



Various filtering tools are available within the UI to enable isolation of data by date and time.

Traffic signs can be filtered using label groups, categories, detection type (options: all detections, new detections, new or miss detections), misses in a row, detections from video and detection confidence.



## 8.3 Road defect mapping

Figure 3 - Segmentation model illustrating feature classification

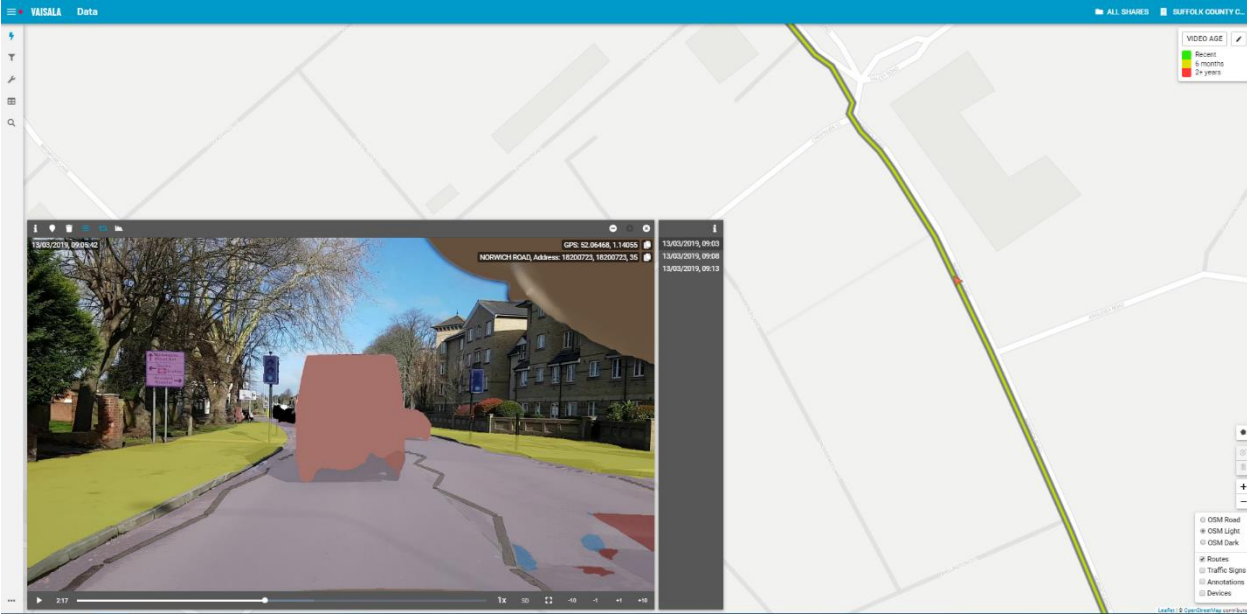
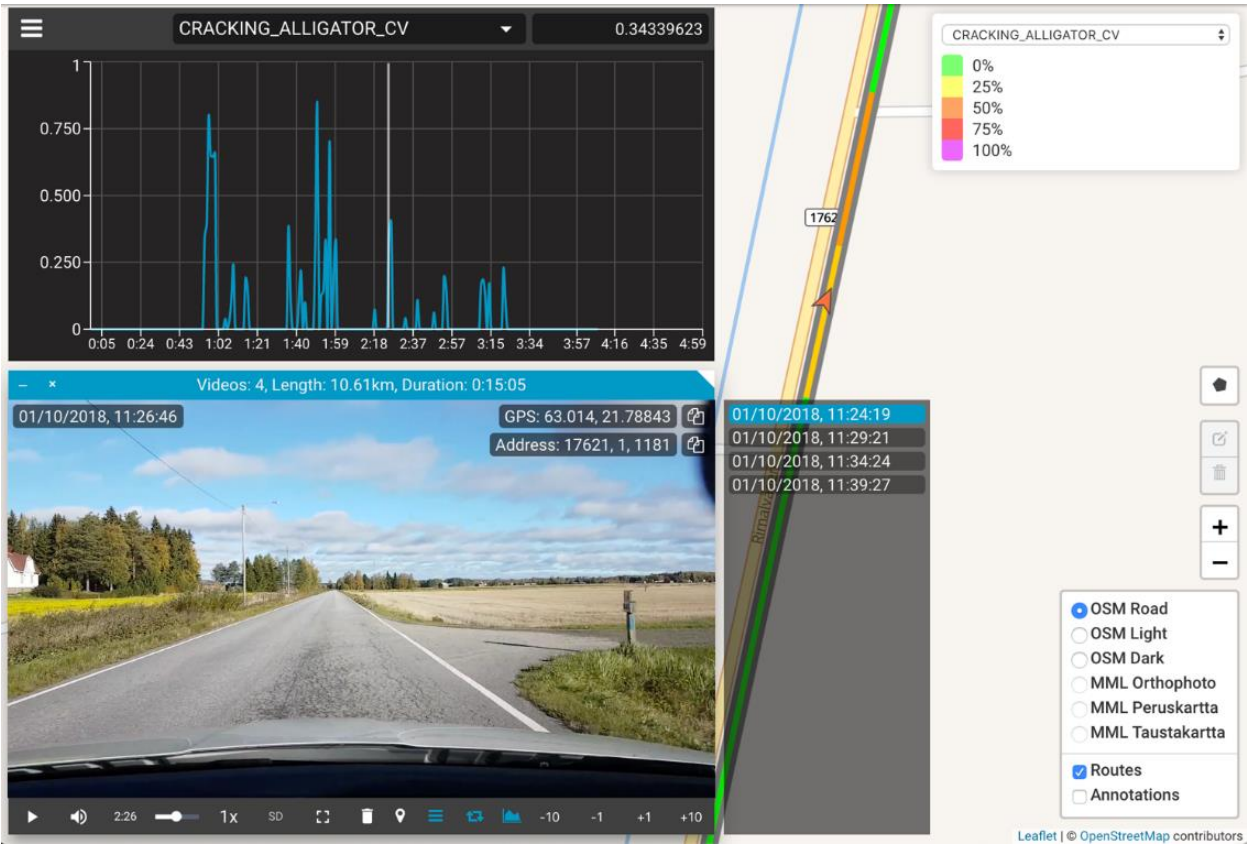


Figure 2 – Analyzed Heatmap (Road pavement defects / road markings)



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

**Agenda Item:** Water Line Easement Agreement; Craig Raisig and Da

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

**Parties to the Agreement:** CRAIG RAISIG and DALE RAISIG

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This easement will allow a customer to connect to our water system through another's property. All parties are consenting to this easement.

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/25/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

## WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, 2024, by and between the CRAIG RAISIG and DALE RAISIG (collectively, “Grantor”), and the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, STATE OF COLORADO (“Grantee”).

### RECITALS

A. Grantor is the owner of certain real property located in the County of Gunnison, State of Colorado, more particularly described as follows:

Approximately 3.61 acres described as follows:

Beginning at Corner #1, a point whence the NW corner of Section 10, Township 49 North, Range 1 West, of the New Mexico Principal Meridian, bears North 1,476 feet; thence South 1°15' East 2,481 feet to corner of fence #2; thence East 346 feet to stake on fence line #3; thence North 31°55' West 607.5 feet to corner #4; thence North 1°15' West 2,496 feet to corner #5; thence South 62°30' West 34 feet to corner #1, the point of beginning.

County of Gunnison,  
State of Colorado

(“Property”).

B. Grantor desires to grant Grantee an easement for a water pipeline on, over, across and through the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Grantees agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual nonexclusive easement (“Easement”) on, over, across, under and through that portion of the Property (“Easement Area”) described on Exhibit A attached hereto and incorporated herein by this reference, for the construction, installation, operation, maintenance, repair and replacement of an underground water pipeline and related improvements (“Pipeline”), together with the right of ingress and egress in connection therewith.

2. Restoration. Grantee will restore the surface of the Property to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damage parts of all drainage or irrigation systems, shrubbery, fences, signs, and pavement; the damage to which is occasioned by the construction, installation, use and maintenance of said water lines under and through the said property; however, that Grantee shall have the right to

cut or clear trees and brush on said Easement that might interfere with the operation of those activities. In addition, Grantee shall construct such reasonable temporary fencing as may be required should existing fencing be affected by such construction, installation, use and maintenance. Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water line, but in all events prior to the next runoff cycle after construction.

3. Mechanic's and Materialmen's Liens. In no event shall Grantee allow any mechanic's or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, Grantee for construction, installation, operation, maintenance, repair or replacement of the Pipeline, and Grantees shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Burdened Property.

4. Grantor's Use of Easement Area. Grantor shall have the right to use and occupy the Easement Area for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted to Grantees; provided, however, that Grantor hereby covenants with Grantees that the Easement Area shall not be burdened or overburdened by the installation, construction or placement of any structure, landscaping or any other item or fixture that may be detrimental to the Pipeline or which may act to impede or prevent reasonable ingress and egress on, along over, under through and across the easement area by Grantees. Notwithstanding the restrictions stated in this paragraph, Grantor may construct structures related to traditional agriculture use over the pipeline, including without limitation, wire fencing, gated pipe, or farm roads (which may or may not be covered in gravel). If such agriculture structure impedes Grantees' access to the Pipeline, which such access is necessary for Grantee's use and enjoyment of the Easement, Grantee shall remove such structure in the manner most efficient to Grantee while making best efforts to minimize damage to Grantor's structure and property. Grantor shall have the obligation to restore, repair or replace any such agriculture structure.

5. Title to Easement Area. Grantor hereby represents and warrants to Grantee that Grantor owns the fee simple title to the Easement Area and have the full right and lawful authority to grant the easement granted herein.

6. Easement to Run With Land. Each of the grants, agreements, covenants, conditions and provisions contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8. Recording. This Agreement shall be recorded with the Clerk and Recorder of Gunnison County, Colorado.

DATED as of the day and year above first written.

GRANTOR:

\_\_\_\_\_  
Craig Raisig

\_\_\_\_\_  
Dale Raisig

STATE OF NEW YORK        )  
  ) ss.  
COUNTY OF RENSSELAER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Craig Raisig and Dale Raisig.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF  
GUNNISON COUNTY, COLORADO

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

Attest:

\_\_\_\_\_  
Clerk

**EXHIBIT A**  
**Easement Legal Description**

A strip of land for a utility easement being 20' in width, lying 10' on each side of the following described centerline. The sidelines of this easement shall be extended and/or truncated as necessary in order to terminate upon the called for boundary lines of the subject parcel or adjacent easement and to meet at all angle points. Said easement is located within a parcel of land as described in a deed recorded with Gunnison County Clerk & Recorder at reception number 533203 which lies within Section 10, Township 49 North, Range 1 West of the New Mexico Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:

Basis of Bearings: The line between the E. 1/4 of section 9 and the S. 1/16 of section 9 is assumed to bear S 00°27'05" W;

Beginning at a point on the westerly line of said parcel from whence the ¼ corner common to Sections 9 & 10 bears S 00°27'05" W, 709.22';

thence S 89°32'55" E a distance of 30.33' to a point on the easterly line of said parcel also being the point of terminus;

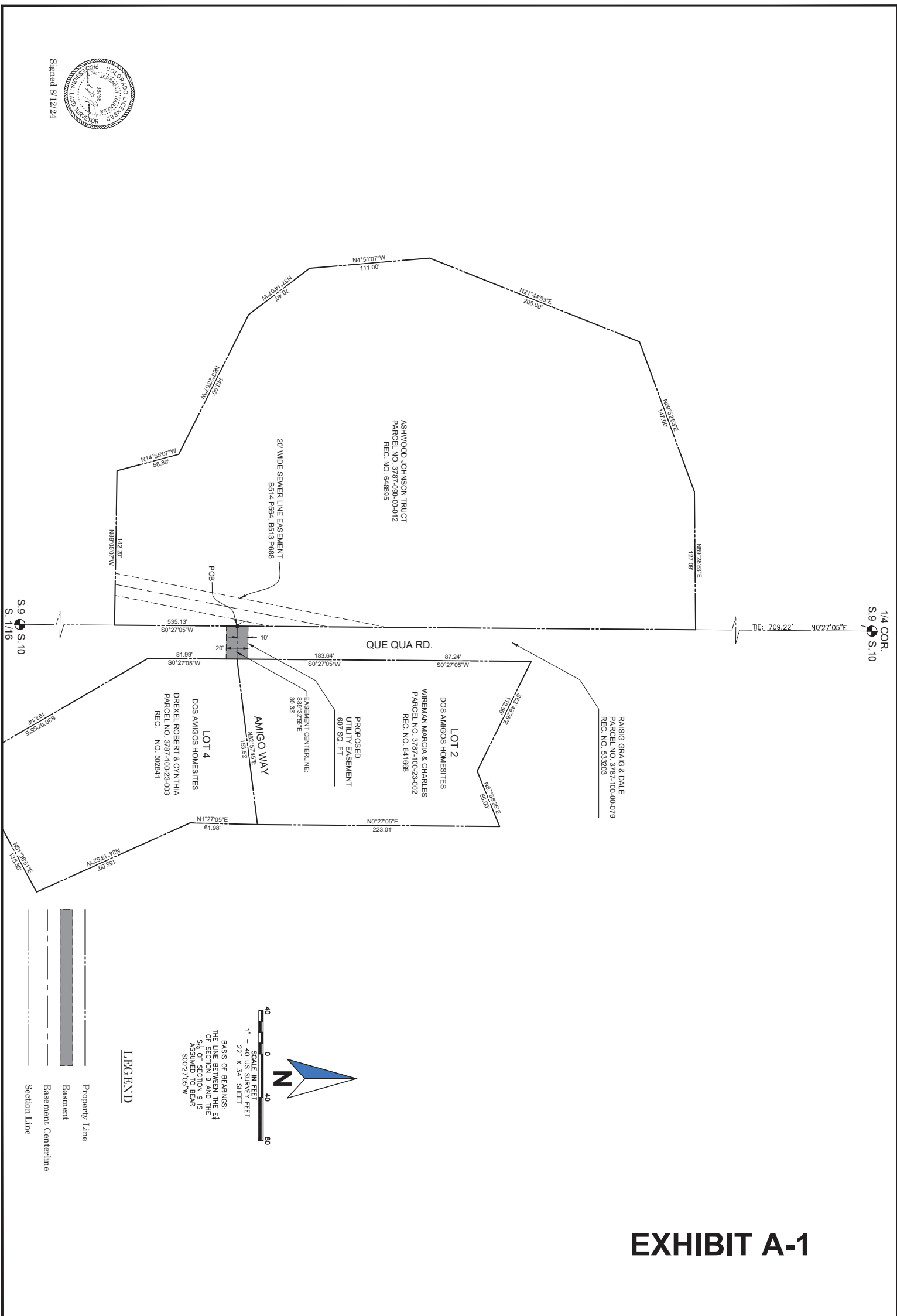
Described easement containing 607 sq. ft. more or less.

The location of the easement is depicted on Exhibit A-1 attached hereto.

Description Written By:  
Jeremiah D. Harness, P.L.S. 38758  
222 S. Park Avenue, Montrose, CO



Signed 8/12/24



1/4 COR.  
S. 9 S. 10

S. 9 S. 10  
S. 1/16

QUE QUA RD.

AMIGO WAY

LOT 4  
DOS AMIGOS HOMESITES  
DREXEL ROBERT & CYNTHIA  
PARCEL NO. 3787-100-23-003  
REC. NO. 502841

LOT 2  
DOS AMIGOS HOMESITES  
WIREMAN MARGIA & CHARLES  
PARCEL NO. 3787-100-23-002  
REC. NO. 641688

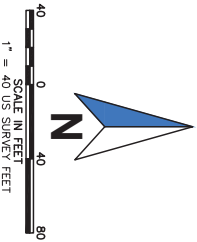
RAISIG GRAIG & DALE  
PARCEL NO. 3787-100-00-079  
REC. NO. 533203

PROPOSED  
UTILITY EASEMENT  
607 SQ. FT.

EASEMENT CENTERLINE:  
30.93'

LEGEND

- Property Line
- Easement
- Easement Centerline
- Section Line



# EXHIBIT A-1

UTILITY EASEMENT EXHIBIT  
RAISIG GRAIG & DALE  
PARCEL. NO. 3787-100-00-079  
GUNNISON, CO

**BUCKHORN**  
ENGINEERING  
222 South Park Avenue  
Montrose, Colorado 81401  
970-249-6828

REVISIONS			
REV	DATE	DESCRIPTION	BY

PROJECT 2023-089-SUR  
DATE 8/12/2024  
DRAWN JDH  
CHECKED JDH  
FIELD-CREW JDH  
FD 08/02/2023  
**SHT-V1**  
SHEET-1-OF-1



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

---

**Agenda Item:** Professional Services Agreement; Pinnacle Insight

---

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

**Parties to the Agreement:** Pinnacle Insights LLC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Contract with Pinnacle Insights LLC to provide therapy to youth referred through Youth Wellness.

**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: 9/26/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/24/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

---

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1 day of September 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Pinnacle Insight LLC, whose address is 307 N Main St Ste 2 I (“Contractor”).

### AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

#### 1. SERVICES.

The Contractor shall provide professional services as follows counseling services to clients referred through the Youth Wellness Program.

(“Services”).

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).] *[remember to remove this bracketed language if inapplicable]*

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 August 31, 2025, unless sooner terminated or replaced as provided in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its [INSERT DEPARTMENT RESULT] deliver high quality services strategy, as outlined in the Gunnison County Strategic Plan.

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Four thousand two hundred dollars and No/100 U. S. Dollars (\$4200) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. 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.

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.

*[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]]* 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 in this Paragraph 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, but the County's failure to do so shall not affect the termination of this agreement. 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. ]

#### 5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to

non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 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.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

#### 8. 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 acts, failure to act, 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 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.

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 C.R.S. § 24-106-109.

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

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. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

- 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. 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- 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 fifteen (15) calendar 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 generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

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 Covid-19, 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: Pinnacle Insight LLC/ Lorie Fuller [Name]  
307 N. Main St. Ste 2 I [Address]  
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.

## 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 may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

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., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO


By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

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

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: 

Its: \_\_\_\_\_

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

## **APPENDIX A: Scope of Work**

### **Area Served:**

Gunnison County

### **Dates of Services Provided:**

September 1<sup>st</sup> 2024 through August 31<sup>st</sup> 2025

### **Goals:**

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6<sup>th</sup>-12<sup>th</sup> grade.
4. To reduce financial barriers to accessing mental health services and supports.

### **This will be done by:**

1. **Subcontracting with local therapists to see youth at a reduced rate of \$90 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

### **Decision-making structure & authority:**

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Health Coalition of the Gunnison Valley.

### **Roles and Responsibilities of lead agency**

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

### **Roles and Responsibilities of the GCSAPP MOU collaborators:**

In order to reach our goals, you agree to the above roles and responsibilities.



GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF UNDERSTANDING 2024-2025

**Business Name:** Pinnacle Insight LLC

**Address:** 307 N. Main St Ste 2 I Gunnison, CO 81230

**Name** Lorie Fuller

**Signature**



**Date** 9/12/24

**Termination:**

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

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

**Agenda Item:** Resolution; A Resolution Updating Gunnison County

**Action Requested:** Motion

**Parties to the Agreement:** Internal Policies

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

3 Finance Policies require updating based upon recommendations from our Independent Auditors and other state agency reviews.

**Fiscal Impact:** NO

**Submitted by:** Perry Solheim

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/26/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/24/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/1/2024

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO  
RESOLUTION NO. 2024-\_\_\_**

**A RESOLUTION UPDATING GUNNISON COUNTY FINANCE, PROCUREMENT AND  
TRAVEL POLICIES**

WHEREAS, Gunnison County is a statutory county with an elected Board of Commissioners that is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes; and

WHEREAS Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County's current Financial Policies (1.2.1.3) Procurement Policy (1.2.10) and Travel Policy (4.3.6) have undergone review by the Finance Department; and

WHEREAS, Gunnison County's current Financial Policies (1.2.1.3) Procurement Policy (1.2.10) and Travel Policy (4.3.6) required changes to more clearly document policy best practices already followed by Gunnison County personnel and more specifically address requirements of certain state funding agencies; and

WHEREAS, the attached Financial Policies (1.2.1.3) Procurement Policy (1.2.10) and Travel Policy (4.3.6) (Exhibit A) were updated to document Gunnison County's current practices related to financial operations, procurement procedures and travel policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Financial Policies (1.2.1.3) Procurement Policy (1.2.10) and Travel Policy (4.3.6) (Exhibit A) are adopted;

INTRODUCED by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, and adopted this 1<sup>st</sup> day  
of October, 2024.

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

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

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

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

EXHIBIT A



<b>Policy Name:</b>	Gunnison County Financial Policies		<b>Policy Number:</b>	1.2.1.3
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Adoption Document</b>	Resolution #2019-1
<b>Date of Initial Adoption:</b>	1/8/2019	<b>Effective Date:</b>	1/1/2019	<b>Policy Custodian:</b> Finance Department
<b>Last Review / Revision Date:</b>	10/1/2024	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b> 2/1/2025

**PURPOSE**

The purpose of Gunnison County's financial policies is to serve as a foundation for long and short range planning, facilitate decision making, and provide direction to staff for handling the County's day-to-day financial business. These policies also serve as a blueprint to achieve the fiscal stability necessary to carry out the County's mission, vision and values. Because of the broad and diverse nature of the County's offices and departments it is critical to have written, clearly defined, financial policies which minimize the risk of developing conflicting or inconsistent goals and objectives causing negative impacts on the overall financial position of Gunnison County.

Each annual Gunnison County budget is developed using the Managing for Results (MFR) performance management initiative, which links resources to results and aligns with the Board of County Commissioners' Strategic Plan. Each budget is a crucial element of the MFR process.

**SCOPE**

This policy applies to the entire Gunnison County organization, including all departments and offices.

**DEFINITIONS**

- Balanced Budget. The recommended budget presented annually to the Board of County Commissioners shall be balanced by fund. According to C.R.S. 29-1-103 no budget adopted shall provide for expenditures in excess of available revenues and beginning fund balances.

**POLICY STATEMENTS**

Auditing and Financial Reporting

- An independent audit will be performed annually in accordance with State law (C.R.S.29-1-603).
- The County's accounting system, Tyler Munis, shall be maintained in conformance with Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB) and with the goal of obtaining an unqualified opinion from the independent auditor.
- The County will produce its General Purpose Financial Statements (GPFS) in conformance with GAAP.
- The County must create an RFP for independent auditor bids every five years, beginning with the 2024 audit.

Fund Accounting

Pursuant to GASB 34 the principal role of funds in the new financial reporting model is to demonstrate

---

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

fiscal accountability. While there are no limits to the number of individual funds a government elects to use, a basic principle of governmental accounting recommends that the entity use the smallest number of individual funds possible, consistent with its particular circumstances. Gunnison County has 25 funds, which are broken out into three classifications: Governmental, Proprietary and Fiduciary Funds.

The general ledger is organized on the basis of these funds and the fund's classification, and maintained in conformance with GAAP. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that consist of assets, liabilities, fund equity, revenues and expenditures. The fund structure in the audited financial statements is different from the budgetary fund structure since the County does not budget for Agency Funds or Asset and Liability accounts. Therefore, these are not included in the budget document.

Governmental Funds:

General Fund

01 General Fund

Special Revenue Funds

02 Road & Bridge Fund

03 Human Services Fund

04 Public Health Fund

07 Conservation Trust Fund

12 Sales Tax Fund

13 Land Preservation Fund

30 Mosquito Control Fund

32 Sage Grouse Trust Fund

34 Risk Management

70 Housing Authority

91 Gunnison River Valley Local Marketing District

92 Gunnison Valley Transportation Authority

Capital Funds

41 Airport Construction Fund

43 Capital Expenditures Fund

Proprietary Funds:

Enterprise Funds

10 Airport Operations Fund

50 Sewer District Fund

51 Water District Fund

52 Solid Waste Fund

71 Senior Housing Fund

Internal Services Funds

80 Internal Service Fund I (County Shops/Equipment)

82 Internal Service Fund II (Information Technology/Mapping)

90 Internal Service Fund III (Unemployment/Insurance)

Fiduciary Funds:

County Treasurer Agency Fund

Public Trustee Agency Fund

Basis of Budgeting and Accounting

The basis of accounting for governmental funds is modified accrual. The basis of budgeting for governmental funds is also modified accrual. The basis of accounting for proprietary funds is full accrual, and the basis of budgeting proprietary funds is full accrual. Revenues are recognized in the accounting period in which they become "available and measurable."

The County budgets on a calendar year, January 1- December 31 for all funds. Any increase to the

adopted budget requires that a supplemental budget and appropriation be approved by the Board of County Commissioners at a public hearing, with prior published notice of the proposed change (C.R.S. 29-1-109). Expenditures must not exceed appropriations approved by the Commissioners (C.R.S. 29-1-110). The appropriations are established by classification and function.

According to Colorado State Statute (C.R.S. 30-25-202), moneys credited to Capital Funds shall not revert or be transferred to any other fund. Likewise, no transfers are allowed from the General Fund into the Road & Bridge Fund per State Law (C.R.S. 30-25-106).

#### Fund Balances

- Each fund should maintain a fund balance at a level that will provide for a positive cash balance throughout the fiscal year, which will reduce the likelihood of having to enter into short-term debt to pay for current operating expenditures.
- Adequate fund balances will be maintained so major unplanned occurrences will not jeopardize the financial position of the County.
- In order to meet emergency obligations, avoid interruptions in cash flow, generate interest income, and maintain a sound bond rating, the County shall maintain a Committed fund balance in its General Fund of 25% of operational expenditures (which is defined as the total budget less capital outlay and transfers to other funds). GFOA recommended practice is at a minimum no less than five to fifteen percent of regular General Fund operating revenues, or no less than one to two months of regular General Fund operating expenditures. Because of the conservative approach to maintaining sufficient resources, Gunnison County requires an unassigned fund balance in the General Fund in excess of these recommended minimums.
- Fund balance may be used as appropriate (and approved by the Board of County Commissioners) under sound management practices when current revenues are not adequate to cover current expenditures.
- Gunnison County will maintain an emergency reserve in an amount equal to at least three percent of fiscal year spending in accordance with the provisions of Article X, Section 20 of the State Constitution (TABOR Amendment).

#### Revenues

- The County should strive to maintain a diversified and stable revenue base; to the extent it has the legal authority to do so.
- The County should follow an aggressive policy of collecting all due and payable revenues.
- All revenue projections should be realistically calculated and budgeted.
- Funding through grants is encouraged as a means of financing a project or one-time expenditures. The County should, however, discourage the use of intergovernmental grant assistance for routine, ongoing operational costs and programming may be cancelled if grants are not sustained.

#### Fees and User Charges

- The County will set its fees and user charges to recover, at a minimum, the variable costs of services in order to reduce reliance on property and other taxes.
- The County should charge fees and user charges when it is allowable, when a limited and specific group of beneficiaries can be identified or when it is feasible to charge beneficiaries for services rendered. To the extent possible, fee levels should be set to recover the full costs of the services provided, unless it is deemed necessary or desirable to subsidize the service.
- The capital and operating budgets of enterprise funds (i.e., Solid Waste Fund), shall not be subsidized by the General Fund and shall be supported wholly by fees and charges generated by the enterprise.
- As part of the budget process, the County shall annually review the fees and user charges. All changes to the schedule of fees and charges must be approved by the Board of County Commissioners.

#### Operating Expenditures

- The County will pay all current expenditures with current revenue.
- In accordance with Colorado State Law, Gunnison County will adopt a balanced budget for each

fund.

- The County will maintain a budgetary control system to ensure adherence to the budget and will make timely reports available to management, which compare actual revenues and expenditures to budgeted amounts.
- The County will encourage the use of technology and capital investment programs that are cost effective and will manage the growth of operating costs.
- Supplemental requests for funding will be heard by the Board of County Commissioners on an as needed basis, no less than annually.
- Services that directly contribute to the BOCC Strategic Plan for the County will receive first priority for funding.
- A plan should be maintained and funded which provides for the orderly replacement of equipment.
- The County will not use long-term debt for current operational costs.

### Debt

Debt is an important tool for financing capital facilities.

- The issuance of debt is in accordance with Colorado State Laws.
- Debt will not be used to finance current operating expenses. Debt should only be used for the construction of capital facilities or the purchase of capital assets.
- The County will confine long-term borrowing to major capital purchases or projects that cannot be financed from current revenues. The County should exhaust all possible resources, such as grants and pay-as-you-go funding, before borrowing funds.
- The Board of County Commissioners is authorized to execute lease agreements on behalf of the County, including Certificates of Participation.
- When debt is approved by the voters, the County will make every effort to obtain the best possible rating and to maintain a favorable rating through prudent financial management.
- Refunding of Outstanding Debt: A refunding (or refinancing), either on a current or advance basis, will only be executed if the net present value savings (gross savings present valued at the arbitrage yield of proposed refunding issue), net of issuance costs and cash contribution to the refinancing, is at least 3%. However, in certain circumstance, a lower threshold may be justified if the refunding is being executed for reasons other than economic savings (e.g. cash flow relief).

### Capital Improvement Program (CIP)

- The County will plan for its capital needs at least five years into the future in order to address needs and to earmark revenues.
- A five-year CIP shall be prepared and updated annually. Elected official offices and departments shall request items meeting the definition of capital assets through the annual capital budget process.
- Year 1 of the five-year CIP will be fully funded in the same year's budget that the five-year CIP was adopted, if it cannot be funded the project will be moved to Year 2.
- The CIP incorporates a ranking method to determine priority of projects that includes project criteria weight factors and amplification factors.
- The County will strive to fund capital improvements on a pay-as-you-go basis in order to enhance its financial condition and bond rating.
- An asset is classified as a fixed asset if the cost is greater than \$5,000 and its useful life is greater than three years.

### Compensation

One of the largest expenditure items is salaries and benefits for Gunnison County employees. The County recognizes its employees as the greatest asset and takes pride in its ability to deliver a total compensation package that includes cash compensation, health insurance and retirement benefits, and other employee benefits that provide employees with security and opportunity.

Gunnison County is committed to compensating its employees fairly, within economically feasible parameters, while considering the competitive job market, internal equity and individual performance.

- Salary range structures should be evaluated periodically to determine the relative competitiveness of the pay structure to the job market.

- The midpoint of the salary range is the market value against which the County will assess its pay plan relative to the job market.
- All proposed salary structure adjustments require the approval of the Board of County Commissioners during the annual budget process. Equity, one-time payments and performance adjustments require the approval of the County Manager.
- Staffing levels will be identified in the approved budget document and shall not exceed the authorized level.
- Savings in an adopted budget that result from vacant positions are not to be used as justification for Elected Officials or Department Heads to increase expenses for operational or capital expenditure purposes unless approved by the County Manager in advance.
- Gunnison County does not have a defined benefit plan for retirees.

### Internal Controls

Gunnison County management is responsible for establishing and maintaining an internal control structure. Internal controls are defined as the organization and methods used to: 1) safeguard assets from loss by fraud or by unintentional errors; 2) assure the reliability of the accounting data which management may use in making decisions; and 3) promote operational efficiency and encourage adherence to adopted policies. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. We believe the County's internal control structure adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

- The County will utilize the Tyler ERP accounting software system in tandem with the OpenGov Budgeting and reporting system to maintain its financial accounting and reporting. Payroll and HR functions take place in the Paylocity payroll system. All records and reporting will be in accordance with GASB GAAP. The County will maintain an accounting system which provides internal budgetary and accounting controls designed to provide reasonable assurance regarding both the safeguarding of assets against the loss from unauthorized use or disposition and the reliability of financial information used in preparation of financial statements and reports.
- An independent certified public accounting firm will perform an annual audit and will publicly issue a financial opinion and a statement on internal controls. A management letter will be part of this report.
- The County will maintain and update procedures designed for position control, as it relates to authorized positions, hours budgeted and worked, and filling vacancies. All positions dependent on grant funding will require the employee to verify their understanding that if grant funding decreases or ends, their compensation will also decrease or end.
- The County Finance Office will maintain a fixed assets inventory for assets greater than \$5,000. Capitalization thresholds will not be applied to groups of similar items if they individually do not meet the capitalization criteria unless deemed as material for financial statement reporting.
- The County Departments will maintain an inventory of items that require special attention to ensure legal compliance. Legal or contractual provisions may require a higher than ordinary level of accountability over certain items (i.e., items acquired through grant contracts).
- The County Departments will maintain an inventory of theft sensitive items (i.e., computers, laptops, monitors).
- The County Departments will maintain an inventory of items that require special attention to protect public safety and avoid potential liability (i.e., Sheriff's or Airport firearms).
- The Finance Department, Internal Service Fund II (Information Technology/Mapping), and the Treasury Department will coordinate internal control efforts to safeguard assets against electronic theft.
- Internal control procedures will be formally documented and reviewed annually with this Finance Policy. **Appendix 1** of this policy document includes Documented Internal Control Procedures followed to ensure the objectives listed here.

### Amending the Budget

A budget amendment will increase or decrease budget appropriations adopted by the Board of County



Commissioners. Budget appropriations may be adjusted due to the following:

- Appropriation Transfers - the transfer of appropriated budget from one or more spending agencies in a fund to one or more spending agencies in another fund or between spending agencies within a fund (C.R.S. 29-1-109 1a).
  - Used when a unit is identified as having insufficient budget dollars while at the same time another appropriation unit is identified as having an excess budget.
- Supplemental Appropriations - if, during the fiscal year, unanticipated revenues that were not assured at the time of the adoption of the budget from any source other than the local government property tax mill levy are received or if the beginning fund balance is in excess of the budgeted fund balance, the result is additional available revenues 29-1-109 1b).
  - Used when a policy, law, statute, or court ruling becomes effective which mandates expenditures that were not anticipated or budgeted.
  - Used when an expenditure item is essential to the operation of a County office or department that was neither anticipated nor budgeted.
  - Used when revenue is received and designated for a particular purpose that was neither anticipated nor budgeted.
- Budgetary Decreases - if revenues are lower than anticipated in the adopted budget (C.R.S. 29-1-109 1c).
  - Used when the projected revenue shortfall is large enough that it would cause a shortfall for a fund or for a program dependent upon it.

#### Review Timeline

These policies will be evaluated annually and updated periodically, no less than once every five years.

#### **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**

- Article X, Section 20 of the Colorado Constitution (TABOR Amendment)
- C.R.S. 29-1-109 & C.R.S. 29-1-109(1)(a-c)
- C.R.S. 29-1-110
- C.R.S. 29-1-506
- C.R.S. 29-1-603
- C.R.S. 30-25-106
- C.R.S. 30-25-202
- Generally Accepted Accounting Principles (GAAP)

## Appendix 1

### Gunnison County Finance Department Procedures for Maintaining Effective Internal Controls

#### PAYMENTS USING Gunnison County FUNDS (Including Warrants and EFTs)

1. All payments made must be requested using the Finance Department Approved Payment Voucher Form.
2. All vouchers must undergo accounting review.
3. All purchasing and use of Gunnison County funds must adhere to Gunnison County Financial Policy 1.2.1.3, Gunnison County Procurement Policy 1.2.10, and Gunnison County Grant Policy 1.2.1.3.2.
4. The vendors invoice must be submitted to Finance AP Accountant (FAPA) with the *Current* Finance Department Approved Payment Voucher Form (voucher) with the following information clearly identified:
  - Budget year
  - Invoice/Effective Date (date items received/work completed)
  - Vendor Name & Address
  - Vendor Code
  - Account Number, if applicable
  - Invoice Date
  - Invoice Number
  - Description
  - Amount
  - Signature of Director/Authorized Department Approver
  - Date of signature
  - W9 for new vendors
  - Department Head or authorized designee signature/initials with date signed
5. All vouchers must be approved by an authorized departmental signer. The authorized signature must be on file with the Accounting Division and be renewed each year. By signing the voucher, the signer confirms that the expense is within the approved budgetary authority (as outlined in Colorado Revised Statutes Title 29, Article 1) and complies with Gunnison County policies.
6. Vouchers from Human Services (must be submitted using *yellow* vouchers) are reviewed by the Senior Operations Accountant to confirm their designation as non-agenda items, as these typically contain sensitive information. The Senior Operations Accountant initials vouchers before forwarding to the Finance AP Accountant.
7. Vouchers coded to Grant Codes (Gxxxx) are reviewed by the Finance Grant Accountant (FGA) to verify proper coding and adherence to grant budgets and other grant requirements. The FGA initials vouchers before forwarding to the FAPA.
8. Vouchers are forwarded to the FAPA for verification of proper coding and verification of the presence of the above information and approvals.
9. The FAPA maintains current vendor files and updates vendor information as needed. Vendor Files that are updated or created require approval from the CFO or Deputy CFO before changes become effective.
10. The FAPA groups vouchers for weekly check/EFT batches. All Vouchers received before 5pm on Wednesdays will be processed and paid each Friday.
11. The CFO or Deputy CFO reviews all vouchers for department authorization and coding and approves each individual voucher by initialing the voucher.
12. Once a full weekly batch is ready for EFT release or check printing, the CFO or Deputy CFO approves the batch for payment within Tyler ERP. When all Voucher batches are approved for payment, the CFO or Deputy CFO then provides a second approval within Tyler ERP for check printing or EFT release.

13. A signature token (contained in a USB memory stick) is required for the printing of checks. The signature token is kept in a locked location by the CFO.
14. The FAPA prints checks/uploads EFT files and creates a Positive Pay file for uploading to the bank.
15. The CFO or Deputy CFO then uploads and approves the Positive Pay file and approves ACH's in the bank online interface. Approving ACH's and uploading Positive Pay files requires the possession of a bank token. Bank tokens for approving ACH's and Positive Pay files are possessed by the Treasurer, CFO, Deputy CFO and Senior Operations Accountant (SOA). (Note: All EFTs are sent via ACH and not wire transfer, unless there is a specific business case requiring a wire of funds such as in a real estate transaction).
16. All vouchers and invoices are maintained in both physical and electronic scanned form to enable quick and convenient review later.
17. The AP Bank Account is reconciled each month by the Deputy CFO and reviewed by the CFO. The reconciliation compares the Tyler ERP General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement.

**REQUESTING AND RECEIVING FUNDS (including billing and reimbursement settlements)**

General Business

1. All Funds received in relation to Gunnison County Grants must adhere to the Gunnison County Grant Policy 1.2.1.3.2.
2. Checks or funds are received in person or via USPS by the Finance AR Accountant (FARA).
3. Any cash received is verified by at least one other employee in addition to the FARA.
4. The FARA records all receipts in a physical receipt book located at the Finance Office Window.
5. The FARA posts Customer receipts to the ROA module in Tyler ERP.
6. The FARA prepares deposits which are then given to the Treasury Department where amounts are again verified and then deposited to the County Operating Bank Account.
7. The Treasurer provides the Finance Department with a monthly Cash Receipts Journal which includes all funds received by the Treasurer, including funds receipted directly to the Treasurer without passing through the Finance Office.
8. The County Operating Bank Account is reconciled each month by the Deputy CFO and reviewed by the CFO. The reconciliation compares the Tyler ERP General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement Activity and Balance.

CFMS Settlements for Gunnison and Hinsdale Counties

**CFMS State Settlements are prepared and submitted by the Senior Operations Accountant (SOA).**

**Non-Payroll Expenditures**

1. The SOA compiles monthly non-payroll transactions related to Human Services and programs processed through CFMS. This includes:
  - Yellow vouchers for Human Services Department (typically include confidential information).
  - P-card transactions for Human Services employees.
  - Cellphone reimbursements for Human Services Employees.
  - Motor pool charges.
  - Journal entries (e.g., rent, computer system charges, mapping system charges, equipment rental, internet).
  - Attorney fees are billed on a quarterly basis according to the actual hours worked on specific human services programs. The County Attorney Office provides the quarterly billing statements to the SOA.
2. Review Expenditures
  - The SOA reviews expenditure coding, expenditure amounts and payees with corresponding receipts.
  - The SOA assesses the reasonableness of each expenditure based on context and allowability rules.

- The SOA assures that department head or signer has authorized the expenditure.
- The SOA reviews any related contracts to verify that expenditures fall within the scope of the contract. (all contracts go through legal and finance review before they are brought to the BOCC for approval).
- The SOA compiles the above for inclusion in the monthly settlement and reconciliation process below.

#### Payroll Expenditures

1. The HR and Payroll Administrator (HRPA) generates the payroll general ledger report in the Paylocity Payroll System.
  - Managers review employees' timesheets to ensure accuracy and appropriate billing to each program.
  - The SOA randomly selects and reviews a sample of employees, comparing the details from their timesheets to the general ledger report to verify accuracy.
  - The SOA makes manual entries for programs that only permit FICA tax to be reimbursed/charged, excluding other benefits. The remaining benefits are allocated to the programs where the employee worked during the period.
2. The SOA records Journal Entries in CFMS
  - For both Gunnison County and Hinsdale County, the SOA enters the reviewed journal entries in Oracle through CFMS.
  - The SOA ensures that all non-payroll and payroll-related entries are properly coded and aligned with CFMS standards.

#### Monthly Settlement and Reconciliation

1. After the CFMS journal entries are processed, the State generates the monthly settlement, pays it via EFT, and sends a settlement report to the SOA.
2. The SOA reconciles the monthly State Settlement to the Tyler ERP general ledger.
3. The SOA ensures that all programs that were settled are accurately reflected in the Tyler ERP general ledger and align with CFMS submissions.

### **PAYROLL: TIME AND EFFORT REPORTS (TIME SHEETS)**

**Time and effort reports (time sheets) are required for all personnel regardless of the funding stream.**

#### **For employees working on multiple activities or cost objectives:**

1. Must be an after-the-fact determination of the employee's actual effort. Salaries and wages charged to all awards must be based on records that accurately reflect the work performed.
2. Must account for total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization. For example, if the employee spends 60% of their time on project A, 20% on Project B and 20% Project C; time and effort for all three areas must be included on the report.
  - a. 100% is generally expected to reflect 40 hours for 1 full time equivalent (FTE)
  - b. The cost of the employee and associated fringe benefits and taxes must be allocated proportional to the amount worked. Any leave time or time off (vacation, sick, comp time used, holiday) must be allocated proportional to the hours worked.
3. Must be signed by the employee and a supervisor with firsthand knowledge of the activities performed by the employee. Signature on the time sheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
4. Must be prepared monthly to correspond to one pay period.
5. Must be submitted to the HR and Payroll Administrator by the date requested by the HR and Payroll Administrator each month.
6. Volunteer time and personnel costs being used as a match must be accounted for in the same manner as personnel being charged to the grant.
7. Applies to full-time and part-time employees.

Departments are encouraged to engage in the following best **practices**

- **Employees record time daily.**
- **Project codes/names are provided to the employee in advance and employees and supervisors should be familiar with the codes for the projects upon which they work.**

#### **PAYROLL: PROCESSING AND DIRECT DEPOSIT**

1. The HR and Payroll Administrator (HRPA) receives physical and electronic time records for entry into the Paylocity payroll system.
2. All New Employees or changes to Employee information is submitted via LaserFiche document management system. All new or discharged employees and/or employee changes must be approved by the department head, HR Director and CFO before changes can be made to employee files in the Paylocity system. (the one exception here is changes made directly by an employee with record to direct deposit or benefits information).
3. The HRPA runs the monthly payroll in Paylocity in time for Direct Deposit of Payroll on the last business day of each month.
4. The HRPA notifies the Treasurer of the total funds required to settle Direct Deposit Payroll checks and other payroll liabilities when the payroll is submitted.
5. Direct Deposit Payroll checks and other payroll liabilities are drawn on a separate Payroll Clearing Bank Account. A \$5,000 regular balance is maintained in this account. Only required funds are transferred to the account after each payroll run.
6. The Payroll Clearing Bank Account is reconciled each month by the Deputy CFO and reviewed by the CFO. The reconciliation compares the Tyler ERP General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement.
7. Quarterly and annual payroll reporting is generated within the Paylocity system. The reports are compiled and stored by the HRPA.
8. Following each monthly payroll, a General Ledger report is generated in Paylocity and uploaded to Tyler ERP to facilitate accurate expenditure and liability tracking across departments, grants and programs.

#### **PETTY CASH**

1. The FARA maintains the Finance Petty Cash Fund.
2. Individual departments maintain their own Petty Cash Funds and request replenishment on their own schedules following individual department policies.
3. The FARA monitors the Finance Petty Cash Fund and requests replenishment from time to time or when the fund is depleted below \$100.
4. The replenishment is conducted via the voucher procedure above, using the receipts within the box as invoices being vouchered.
5. Both the FARA and the FAPA prepare the replenishment voucher together.



<b>Policy Name:</b>	Gunnison County Procurement Policy		<b>Policy Number:</b>	1.2.10
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Adoption Document</b>	Resolution #2020-6
<b>Date of Initial Adoption:</b>	2/18/2020	<b>Effective Date:</b>	2/18/2020	<b>Policy Custodian:</b> Finance & Human Resources Department
<b>Last Review / Revision Date:</b>	10/1/2024	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b> 2/1/2025

**PURPOSE**

The purpose of Gunnison County’s procurement Policy is to:

- Provide for the fair and equitable treatment by the County of all persons involved in public procurement.
- Maximize the purchasing value of public funds.
- Codify and standardize the County’s procurement rules and regulations for orderly and efficient administration.
- Provide safeguards for maintaining a procurement system of quality and integrity.
- Foster effective, broad-based competition within the free enterprise system.

**SCOPE**

This policy applies to the entire Gunnison County organization, including all departments and offices, and to the procurement of all goods and services required by the County, irrespective of the source of the County funds.

**DEFINITIONS**

- **Award** is the acceptance of a quote or proposal by the execution of a written agreement.
- **Bidder** is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.
- **BOCC** is the Gunnison County Board of County Commissioners.
- **Brand Name or Equal Specification** is a bid specification that identifies a particular manufacturer’s product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allow vendors to submit equivalent products.
- **Brand Name Specifications** means a bid specification limited to a particular manufacturer’s brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. In certain instances, County efforts to gain efficiencies through standardizing on certain brand of products may justify the use of a brand name specification in a bid solicitation.
- **Contract** includes contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and any other contract executed by

---

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

Gunnison County or Procurement Card (P-Card) transaction in which County funds are used to acquire goods or services.

- **Contractor** is any person or company having a contract with Gunnison County.
- **County Manager** is the person serving in the position of County Manager, except that the County Manager may delegate authority for specific purchases to another employee.
- **Direct or Indirect Participation** is the involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- **Financial Interest** is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business. Employees who may serve as a voting member on a non-profit board or commission that receives funding from Gunnison County must recuse themselves from any monetary decisions involving the County.
- **Gratuity** is a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
- **Immediate Family** is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in-law and step relationships.
- **Invitation for Bid (IFB)** is the process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.
- **Personally Identifiable Information (PII)** is any information that can be used to identify a person, either directly or indirectly. PII can be maintained in a variety of media, including paper and electronic formats.
- **Procurement** is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County. Though the terms "Procurement" and "Purchasing" are often used interchangeably, "Purchasing" is only one phase of the procurement cycle. Procurement consists of:
  - Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
  - Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
  - Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.
- **Procurement Process** is the series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.
- **Request for Information (RFI)** is a written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the County for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.
- **Request for Proposal (RFP)** is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Gunnison County based on the contractor's interpretation of the RFP specifications and statement of work. The terms of the proposals upon submission are open to negotiation.
- **Request for Qualifications (RFQ)** is the formal process for the County to solicit statements of qualifications of potential service providers allowing potential service

providers an opportunity to make representations concerning services they render; without any obligation on the part of the County to purchase such services.

- **Scope of Work (SOW)** describes the specific service requirements and expectations applicable to a contractor concerning particular goods and/or services being procured by the County. The SOW identifies responsibilities of both the County and the Contractor.
- **Services** are the furnishing of labor, time, materials, tools and/or equipment by a contractor which involves the delivery of a specific end result related to the performance criteria in the contract.
- **Specification** is any description of the physical or functional characteristics or description of the unique nature of a product or service.
- **Surplus Property** is any County-owned property that is no longer functional (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any County department.

## **POLICY STATEMENTS**

### **General**

When the procurement involves the expenditure of State or Federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, State or Federal laws/regulations as they pertain to the State or Federal assistance, grant or contract funds.

The County is responsible for purchasing high-quality goods and services, at a reasonable cost and in a timely manner, through an open competitive selection process.

The County is responsible for ensuring fair and equitable treatment of all persons involved in providing goods, services and/or construction to the County.

The County is responsible for maintaining an open and competitive environment for all qualified vendors where sellers have access to County business and where all procurement actions are conducted fairly and impartially in the best interest of Gunnison County.

Competitive sealed bids or competitive proposals shall be used to facilitate contracts with nongovernmental contractors for the purchase or lease of goods and services in accordance with the limitations described herein.

### **Ethical Standards**

All Gunnison County officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. §24-18-101, et seq., the rules concerning interests in contracts contained in C.R.S. §24-18-201, and the ethics in government provisions applicable to County officials and employees contained in Article XXIX of the Colorado State Constitution. The Ethical Standards stated in this section are summaries of the statutory and constitutional requirements, and do not supersede the statutory and constitutional requirements. Any official or employee who has a question about whether a specific action is a violation of the Ethical Standards should review the applicable statutes and constitutional provisions cited in this section and/or consult with the County Attorney.

A Gunnison County official or employee shall not:

- Disclose or use confidential information acquired in the course of his or her official duties in order to further substantially his or her personal financial interests; or
- Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. §24-18-104, including, without limitation, any gift with a value in excess of the amount of \$65.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.

---

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



A Gunnison County official or employee should not, within six months following the termination of his or her office or employment with Gunnison County, obtain employment in which he or she will take direct financial advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested cases in the consideration of which he or she was an active participant.

A Gunnison County official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.

A Gunnison County official or employee is prohibited from assisting or enabling members of his or her immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift or substantial value from a person whom the official or employee is in a position to reward with official action or has rewarded with official action in the past.

To the extent that violations of ethical standards of conduct constitute violations of State or Federal laws, sanctions shall be imposed as provided by law.

### **Vendor Requirements**

No bidder, vendor, potential supplier, contractor or subcontractor shall confer upon any public official or employee, participating in a procurement transaction, any payment, loan, subscription, advance, deposit of money, or service, either presented or promised.

All bidders, vendors, potential suppliers, contractors or subcontractors shall complete a disclosure of interest form to inform of any County Employees' personal interest in the respective procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate.

No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.

Architects or engineers contracted by the County may not directly or indirectly furnish building materials, supplies or equipment for any structure on which they are providing professional services, unless the provision has been formally included in the service contract.

### **Contemporaneous Employment Prohibited**

No County employee directly or indirectly involved in the County's procurement process shall engage in any outside employment or other activity that is a conflict of interest with the proper discharge of the employee's County office or position.

### **Conflict of Interest Waiver**

The County Manager, in consultation with the County Attorney, may grant a waiver from the above Employee Requirements provisions upon making a determination that:

- The conflict or financial interest has been disclosed;
- The employee will be able to perform their procurement function without actual or apparent bias or favoritism, and without a violation of State or Federal law; and
- The award will be in the best interests of Gunnison County.

### **Remedies and Consequences of Breach**

---

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

The value of anything transferred or received in a breach of ethical standards will be recoverable by the County from the recipient in accordance with due process requirements and existing law. Any employee involved in a breach of ethical standards may also be disciplined in accordance with Section 6 of the Gunnison County Employee Handbook.

**Authority**

- \* **Board of County Commissioners** – The Board of County Commissioners shall establish the policy for all procurement conducted by Gunnison County government.
- \* **The County Manger** – The County Manager is responsible for ensuring compliance with this Procurement Policy. Also, the Gunnison County Manager has contract execution authority as governed by Policy #1.2.1.2, Gunnison County Manager Contract-Execution Authority Policy.
- \* **Department Directors** – Department directors shall be delegated purchasing authority and responsibility as set forth, and department directors may delegate purchasing authority to department staff as required.

**Expenditure Approval and Source Selection Requirements**

The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to \$60,000	Department Director	No competitive IFB, RFI, RFP and/or RFQ required.
\$60,000 - \$144,000 <sup>2</sup>	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.
Greater than \$144,000 <sup>2</sup>	BOCC	Formal, advertised bid (IFB or RFP).

1. Department Director purchasing/selection authority does not give them contracting/signatory authority. All normal contracting processes must be followed.
2. Policy 1.2.1.2 outlines the County Manager’s contract-execution authority, which includes an automatic annual CPI adjustment. Therefore, the authority granted in Policy 1.2.1.2 will prevail in any conflict between the above maximum expenditure amount shown for the County Manager and the corresponding threshold for requiring BOCC approval.

*Additional Table Notes:*

- *County staff will exercise due diligence to ensure competitive pricing for all purchases and seek to avoid acquisition of unnecessary or duplicative items.*
- *All thresholds above are per total transaction cost not per item.*
- *Adequate current year budget appropriation required for all purchases.*
- *Expenditures involving County facilities including leases, rentals, maintenance, furniture, or vehicles must be coordinated with Facilities and/or, Fleet.*
- *Expenditures involving computer or phone equipment, hardware, software, peripherals, subscriptions, or professional services must be coordinated with IT Department.*
- *Expenditures involving insurance claim purchases or services must be coordinated with Finance, County Attorney and Facilities or Fleet Managers.*
- *Expenditures involving legal purchases or services require approval from the County Attorney.*
- *In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price*

---

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

*bidder being selected.*

### **Documented Competitive Bids or Competitive Source Selection**

In competitive bidding, the following may be required, as applicable:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, and the address of the office to which bids are to be delivered;
- The project description that includes the Specifications and/or Scope of Work (SOW) and all drawings;
- The basis of award, delivery, or performance schedule, and inspection and acceptance requirements;
- The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney;
- Cost-plus percentage contracts should be avoided unless no other options are available;
- To the extent feasible, geographic preferences in vendors should be avoided;
- When feasible, affirmative steps should be taken to encourage bids from small, minority-owned, women-owned and labor area surplus firms. Documentation of efforts should be made when feasible.
- All requests for solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- A schedule of all applicable deadlines and key dates; and
- C.R.S. §43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor's bond.

### **Sole Source Procurements**

If a competitive process is required, a department director may recommend and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with the assistance from the Finance Director, if requested, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

### **Acquisition of unnecessary or duplicative items**

All personnel approving vouchers for payment must endeavor to review that no vouchers for duplicative or unnecessary items are approved. The Finance AP Accountant (FAPA) will consider whether any submitted vouchers are for duplicative or unnecessary items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

### **Invitation for Bid (IFB) Requirements**

The responsible department will prepare and publish an IFB solicitation package that shall, at minimum, include:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered; and
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW) and any drawings.

All bids shall be unconditionally accepted without alteration or corrections, except as specifically authorized elsewhere in these procedures. Bids shall be evaluated based on the

requirements set forth in the IFB document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Potential suppliers responding to an IFB may be contacted by the department director or designee prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements.

### **Request for Proposal (RFP) Requirements**

The responsible department will prepare and publish an RFP solicitation package that shall, at minimum, include:

- Instructions and information to the proposer concerning proposal submission requirements, including the time and closing date and the address of the office to which proposals are to be delivered;
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW), any drawings, and any insurance/bonding requirements;
- The evaluation factors and their relevant importance, and
- A schedule of all deadlines and key dates.

The source selection process for RFP's is the same as identified for IFB's and RFQ's with two (2) exceptions:

- The record that is prepared, containing information on the proposals received and other associated information, may or may not be disclosed until after award of the contract, depending on the County's best interests.
- The identity of competing suppliers, and the associated information derived from their RFP responses, may or may not be disclosed to any competing RFP respondent prior to award of the contract, depending on the County's best interests. After award of a contract, all information (with the exception of proprietary business and financial information) received from all vendors who responded to the RFP shall be considered public information and shall be available for public review upon request.

### **Request for Qualification (RFQ) Requirements**

The responsible department will prepare and publish an RFQ solicitation package that shall, at minimum, include:

- Instructions and information to the potential supplier concerning submission requirements, including the time and closing date and the address of the office to which responses are to be delivered.

### **Verification of SAM status**

All bids involving Federal Funds must include verification of SAM status before an award can be made.

### **Public Notice of RFP or RFQ**

In cases where an RFP or RFQ is used, adequate public notice of at least seven (7) days will be provided on the Gunnison County website to allow potential suppliers an opportunity to respond to the respective RFP or RFQ document. Public notices for construction work must be published fourteen (14) days prior to the RFP or RFQ closing date. Advertisement in additional publications or locations is optional.

### **Exceptions to Competitive Selection Requirements**

The following are exempt from competitive source selection:

- Notwithstanding any other provisions of this Gunnison County Procurement Policy, the County Manager may make, or authorize others to make, emergency procurements of goods or services up to the expenditure limit outlined in Policy #1.2.4.3.1, currently \$250,000, when there exists a threat to public health, welfare or safety, and/or the

expenditure limit outlined in Policy #1.2.1.2, currently \$144,000, when there exists an urgent need to support the County's delivery of essential services and limit interruption of operations, and:

- The emergency procurement is made with as much competition as is practical under the circumstances;
  - Sufficient budgeted and appropriated funds are available; and
  - The emergency purchase is placed on the next regularly scheduled BOCC meeting for ratification.
- Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
  - Governmental agency agreements that facilitate payments (or reimbursements) between Gunnison County and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Gunnison County receives goods, services, or other values there under. (*i.e., emergency search & rescues, cities, counties, public education institutions, etc.*).
  - Mileage and personal reimbursements to County officials or employees or individuals for expenses paid out-of-pocket as stated in the Gunnison County Travel Policy.
  - Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
  - Education and training fees paid for training of Gunnison County officials or employees.
  - Expert witness and transcript services for the County Attorney or Sheriff.
  - Licensed professionals such as attorneys, specialty engineers, surveyors and medical professionals.
  - Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
  - Goods or services that are available via prior awarded bid to a governmental entity in the State of Colorado.
  - Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

### **Waiver of Competitive Source Selection Requirements**

Requirements outlined in these procedures may be waived by the County Manager when the same or similar supply or service has been put out to bid by Gunnison County (or other Government entities) within the last six (6) months.

The competitive source selection process may be waived by the County Manager upon a determination that the IFB or RFP requirements would cause undue delay or hardship for a County department, a delay that contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Gunnison County.

### **Cost Plus Contracts and Federal Funds**

No Cost Plus Contracts should be approved for use of Federal Funds. If such contracts are the most efficient means for completing the required task, special approval must be given after legal review and inclusion of specific Federal Funds language in relation to cost plus type contracts.

### **Cancellation of IFB, RFP or RFQ**

An IFB, RFP, RFQ or other type of solicitation initiated by Gunnison County may be cancelled, or a solicitation response by a vendor may be rejected in whole or in part as specifically identified in the solicitation document or when it is in the best interest of Gunnison County. Each solicitation issued by Gunnison County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Gunnison County may be rejected in whole or in part when in the best interest of Gunnison County.

### **Withdrawal of Bid**

Withdrawal of a bid by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a bid or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made within their bid.

### **Award of Contract**

Any contract or purchase order shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected. In the event that all bids received exceed available funds, the department director is authorized, in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

### **Bid Protests, Claims, Remedies, and Non-responsibility**

Any bidder, submitter of a proposal, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. Protestors shall initially seek resolution of their complaints with Gunnison County. A protest with respect to an IFB, RFP or RFQ shall be submitted in writing prior to the opening of solicitations or the closing date of solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals.

The protest shall be submitted in writing to Gunnison County within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, Gunnison County shall call the matter to the County Manager's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.

If prior to or after the bid opening or the closing date for receipt of proposals, it is determined that a solicitation is in violation of State or Federal law, the solicitation or proposed award shall be cancelled or revised to comply with applicable law.

### **Brand Name or Equal Specification**

Because the use of a brand name specification is restrictive, it may only be used when the brand name will satisfy the County's needs, and:

- No other design, performance specification or qualified product list is available;
- Time does not permit the preparation of another form of product description;
- The nature of the product or the nature of Gunnison County's requirements makes use of brand name or equal specification suitable for the procurement; or
- It is in Gunnison County's best interest due to compatibility with existing products.

### **Non-restrictive Use of Brand Name or Equal Specification**

When a brand name or equal specification is used in a bid document, the bid document shall include language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

### **Segregation of Duties**

Procurement decisions and ordering must be made by an individual not directly involved with processing payments to vendors. Finance staff in the accounts payable function responsible for processing payments to vendors will not make decisions nor place orders for material, goods or services.

### **Contract Administration**

All contracts and agreements must include the County's standard contractual terms as

approved by the County Attorney. Contracts or agreements that incur liability for the County must include evidence of insurance and be approved by the County Attorney.

Annual contracts may include extensions. Multi-year contracts may also be approved, but they are subject to annual appropriation.

### **Personally Identifiable Information (PII)**

All contractors and vendors completing work for the County must have in place protections surrounding PII. Any loss of PII must be reported to the County by the contractor or vendor immediately.

**Professional Services Contracts**, including the initial term and all available extension options, may be approved by the County Manager. Exceptions to Professional Services Contract terms:

- Long-term agreements with other government entities
- Licensing agreements
- As agreed to by the County Manager

### **Change Orders to Professional Services and Capital Construction Contracts**

Professional Services and construction contracts shall contain a defined procedure to document any change to the Scope of Work. The Gunnison County Contract Administrator identified in the contract shall be responsible for documenting the change and any resulting changes in the contract value. Contracts shall contain instructions which define the manner in which changes are documented.

The contract's identified Gunnison County Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.

The contract's identified Gunnison County Contract Administrator may incorporate changes that increase the scope of work and/or the contract price if the proposed change results in a total contract value of no more than \$49,999. Changes that increase the total contract value to \$50,000 or more must be preapproved by either the County Manager or, if the change exceeds the County Manager's contracting authority, the BOCC.

### **Contract Claims**

All claims by a contractor against Gunnison County relating to a supply contract, except bid protests, shall be submitted in writing to the County Manager for a decision. The contractor may request a conference with the County Manager on the claim. Claims include, without limitation, disputes arising under a supply contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

### **Authority to Settle Bid Protests and Contract Claims**

The Gunnison County Manager is authorized to settle any protest regarding the solicitation or award of a Gunnison County supply contract, or any claim arising out of the performance of a Gunnison County supply contract.

The Gunnison County Manager will review the contract claim and a written decision shall be promptly issued. The decision shall state the basis for the decision reached.

If the Gunnison County Manager does not issue a written decision regarding any controversy within twenty (20) business days after written request for a final decision, or within a longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

### **Disposal of Surplus Property**

---

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

Policy #5.1.3, the Gunnison County Surplus Disposition Policy, outlines the final step in the procurement cycle, which is the disposal of personal or real property that exceeds Gunnison County's needs and is not required for Gunnison County's foreseeable needs.

### **COMPLIANCE**

This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. 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.

### **E-PROCUREMENT**

Utilization of eProcurement and Automated Technology to improve efficiencies and vendor data management should be part of the purchasing operation if the technology is available for the County to use.

### **TRANSPARENCY**

Purchasing policy/manual, to include the Procurement Ethics, must be published on the County's website.

### **APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

- C.R.S. §24-18-101; Legislative Direction
- C.R.S. §24-18-104; Rules of Conduct for All Public Officers, Members of the General Assembly, Local Government Officials, and Employees
- C.R.S. §24-18-201; Interests in Contracts
- C.R.S. §24-103-202; Invitation for Bids
- C.R.S. §43-2-209; Contract for Work on Highways – Advertise for Bids
- Article XXIX of the Colorado State Constitution
- Gunnison County Policy #1.2.1.2 – Gunnison County Manager Contract-Execution Authority Policy
- Gunnison County Policy #1.2.4.3.1 – Gunnison County Emergency and Disaster Management Procedures
- Gunnison County Policy #4.3.1 – Gunnison County Employee Handbook
- Gunnison County Policy #5.1.3 – Surplus Property Disposition Policy
- National Procurement Institute - Best Practices & Excellence in Procurement criteria





<b>Policy Name:</b>	Travel Policy		<b>Policy Number:</b>	4.3.6	
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Date of Adoption:</b>	10/2/2018	
<b>Effective Date:</b>	10/2/2018	<b>Adoption Document:</b>	Resolution #2018-39		
<b>Review Date:</b>	10/1/2024	<b>Review Frequency:</b>	Every five (5) years.	<b>Policy Custodian:</b>	Administration Department

**PURPOSE**

This document outlines Gunnison County's policy related to official business travel. If a department has special circumstances not addressed in these policies, the elected official or department head should submit a request for consideration of unusual circumstances in writing to the County Manager for approval.

**SCOPE**

This policy applies to all Gunnison County employees.

**DEFINITIONS**

- IRS – Internal Revenue Service.
- M&IE – Meals and Incidental Expenses. As defined by the IRS, this refers to meals, tips and fees for food and luggage-handling services.

**POLICY STATEMENTS**

Gunnison County's policy is to utilize County-issued purchasing cards for meal, travel and lodging expenses incurred in the performance of official business. If a department has special circumstances not addressed in these policies, the elected official or department head should submit a request for consideration of unusual circumstances in writing to the County Manager for approval.

**Meals**

Within Colorado: Pursuant to IRS regulations, travel-related M&IE are allowable County expenses only when overnight travel is included. M&IE incurred during same-day travel, in-County meals at the beginning or end of travel, tips exceeding 20%, alcohol, and personal charges are not allowable County expenses. Receipts are required, and expenses will be allowed up to the average of IRS's daily M&IE allowance rates for Colorado, which will be identified and posted to the staff intranet and updated annually. This rate will apply to all travel within Colorado.

Outside of Colorado: For out-of-state travel, refer to the current IRS per diem rate chart (posted to the staff intranet) to determine the maximum allowed for M&IE relative to the area of travel. If the travel location does not have a specific M&IE rate assigned, travelers should use the standard rate for the state.

Conference Meals: When attending conferences, training sessions or traveling with overnight stays, employees may not charge or be reimbursed for meals provided by lodging establishments, training sessions, or conferences.

**Lodging**

The actual cost of a hotel or motel room (single occupancy) will be allowed when incurred in the course of official County-related business travel. Employees should indicate lodging is tax exempt (in Colorado), when making reservations and use their purchasing card for payment of hotel rooms, which includes the tax exemption number, in order to avoid paying sales and/or lodging taxes whenever possible. Employees

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

should use standard business accommodations or lodging similar in cost to standard business accommodations.

### **Transportation**

#### **County Fleet and Personal Vehicles**

Employees are required to use fleet vehicles from the Public Works Department motor pool for work-related travel, whenever possible. See the Motor Pool Policy for more information.

#### **Public Transportation**

Reasonable commercial ground, air and rental transportation costs will be allowed for official travel between airports, hotels, conferences or meeting places. Receipts must be provided.

#### **Vehicle Rental**

Rental car costs for County-related business will be allowed only when other options are not available to accommodate the purposes of the travel. When renting a vehicle for official County travel, employees should not purchase the rental agency loss damage because the County's insurance carrier provides liability coverage with a \$500 deductible. In the event of an accident, the employee should contact the County's claim contact.

#### **Airfare**

The County will allow airfare costs (airfare and one checked bag) for County-related business. Employees making travel reservations should take care to seek the lowest possible fares by making advance reservations whenever possible. If the employee chooses to travel by car when the employee can fly for less (based on the rate available two weeks prior to the trip), only the lesser-cost figure will be allowed/reimbursed. Lodging and meal costs incurred during travel by car will not be reimbursed unless these costs, along with mileage, are less than airfare (if purchased two weeks prior) plus ground travel at the destination.

### **Out-of-State Travel Approval**

The County Manager must approve all out-of-state travel prior to the traveler incurring any related expenses. The department head should submit into Laserfiche the purpose of the travel, location, total estimated cost, whether or not the costs are included in the department's budget, and the benefit to the County in the request. Elected officials and their staffs are exempted from this requirement as long as adequate travel funds are available as approved during the budget process and the out-of-state travel for staff is approved by the appropriate elected official.

## **COMPLIANCE**

This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. 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.

Failure to obtain any necessary approvals or inability to document expenditures by acceptable receipts may preclude reimbursement by the County.

## **APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

1. Gunnison County Motor Pool Policy (updated as needed by Gunnison County and posted to the County intranet).
2. Gunnison County Mileage Reimbursement, Travel Expense and Transportation, and Out-of-State Travel Expense and Transportation Forms (updated annually by Gunnison County and posted to the County intranet).
3. Gunnison County VISA Purchasing Card Policies and Procedures Manual (updated as needed by Gunnison County and posted to the County intranet).
4. IRS Mileage Reimbursement Rate (updated annually by the IRS and posted to the County intranet).
5. IRS Meals and Incidental Expenses Rate (update annually by the IRS and posted to the County intranet).

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

---

**Agenda Item:** Sales Tax and Local Marketing Tax; July 2024

---

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

July 2024 Sales Tax and Local Marketing Tax

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 9/19/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/1/2024

---



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109						139,529,898
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417						94,022,631
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827						40,500,535
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999						1,499,846
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439						1,190,904
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517						139,691,465
<b>TOTAL TAXABLE SALES</b>	<b>57,236,655</b>	<b>60,109,302</b>	<b>61,487,173</b>	<b>38,223,329</b>	<b>47,259,056</b>	<b>69,379,456</b>	<b>82,740,308</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>416,435,279</b>
<b>Computed 1% Sales Tax</b>	<b>572,366.55</b>	<b>601,093.02</b>	<b>614,871.73</b>	<b>382,233.29</b>	<b>472,590.56</b>	<b>693,794.56</b>	<b>827,403.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,164,353</b>
<b>% Incr(Decr) of 2024 over 2023</b>	<b>2.66%</b>	<b>2.83%</b>	<b>-6.31%</b>	<b>-2.06%</b>	<b>4.41%</b>	<b>8.19%</b>	<b>-3.85%</b>						



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
<b>TOTAL TAXABLE SALES</b>	<b>55,756,070</b>	<b>58,454,881</b>	<b>65,630,349</b>	<b>39,026,774</b>	<b>45,260,991</b>	<b>64,125,619</b>	<b>86,056,769</b>	<b>78,695,446</b>	<b>69,146,416</b>	<b>52,318,908</b>	<b>47,353,385</b>	<b>63,647,023</b>	<b>725,472,631</b>
<b>Computed 1% Sales Tax</b>	<b>557,560.70</b>	<b>584,548.81</b>	<b>656,303.49</b>	<b>390,267.74</b>	<b>452,609.91</b>	<b>641,256.19</b>	<b>860,567.69</b>	<b>786,954.46</b>	<b>691,464.16</b>	<b>523,189.08</b>	<b>473,533.85</b>	<b>636,470.23</b>	<b>7,254,726</b>
<b>% Incr(Decr) of 2023 over 2022</b>	<b>7.68%</b>	<b>9.17%</b>	<b>3.44%</b>	<b>-0.66%</b>	<b>1.04%</b>	<b>-5.60%</b>	<b>11.60%</b>	<b>4.70%</b>	<b>4.91%</b>	<b>2.39%</b>	<b>4.03%</b>	<b>2.47%</b>	<b>3.98%</b>



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2022

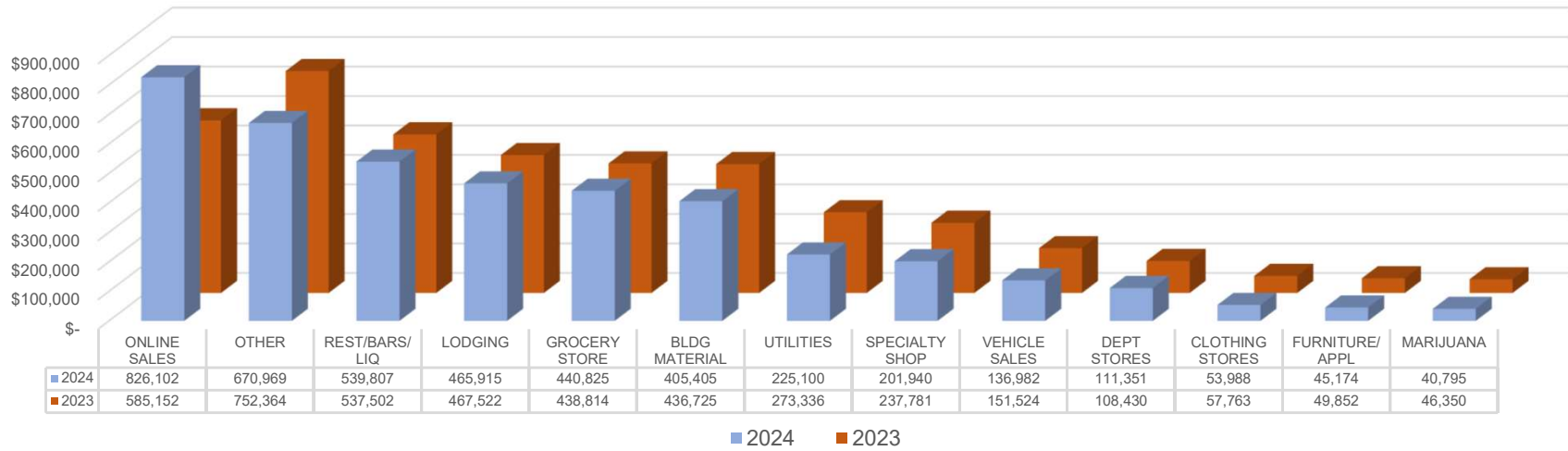
Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>44,795,580</b>	<b>67,927,181</b>	<b>77,114,392</b>	<b>75,162,879</b>	<b>65,908,121</b>	<b>51,098,739</b>	<b>45,518,231</b>	<b>62,115,429</b>	<b>697,699,840</b>
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>447,955.80</b>	<b>679,271.81</b>	<b>771,143.92</b>	<b>751,628.79</b>	<b>659,081.21</b>	<b>510,987.39</b>	<b>455,182.31</b>	<b>621,154.29</b>	<b>6,976,998</b>
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>	<b>11.23%</b>	<b>12.32%</b>	<b>9.24%</b>	<b>20.70%</b>	<b>2.88%</b>	<b>8.58%</b>	<b>7.44%</b>	<b>11.76%</b>	<b>12.80%</b>



**GUNNISON COUNTY ONLY**  
**SALES TAX REVENUE COMPARISONS**

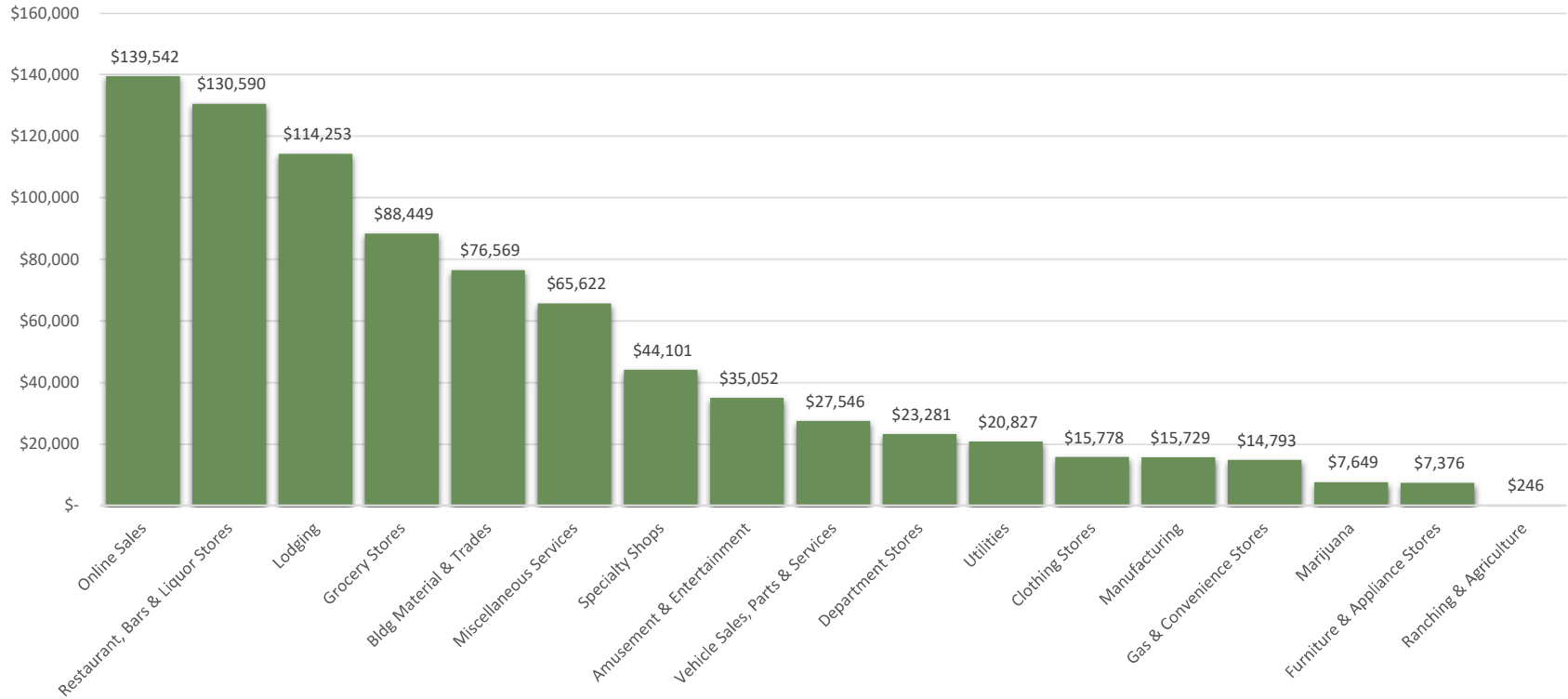
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2024	Current Month TOTAL															
	COUNTY REVENUE	\$345,783.95	\$363,893.06	\$372,802.83	\$242,892.53	\$302,631.94	\$455,467.28	\$ 517,661.13						\$ 2,601,132.72	\$ 2,601,132.72	\$ 4,207,000.00
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%							3.73%	61.83%
2023	Current Month TOTAL															
	COUNTY REVENUE	\$324,932.02	\$340,143.76	\$389,749.07	\$241,988.60	\$280,293.83	\$399,947.07	\$ 530,431.82	\$497,880.38	\$454,006.77	\$334,330.53	\$303,664.28	\$398,618.76	\$ 4,495,986.86	\$ 2,507,486.15	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		7.06%	63.64%
2022	Current Month TOTAL															
	COUNTY REVENUE	\$292,877.63	\$297,416.68	\$362,082.96	\$230,106.96	\$269,739.85	\$424,310.00	\$ 465,675.27	\$452,474.33	\$406,304.46	\$319,127.94	\$284,705.38	\$378,279.99	\$ 4,183,101.45	\$ 2,342,209.35	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		18.03%	68.76%
2021	Current Month TOTAL															
	COUNTY REVENUE	\$233,764.43	\$257,877.27	\$290,061.24	\$199,331.52	\$232,967.59	\$360,365.64	\$ 410,033.18	\$364,717.53	\$372,329.35	\$273,280.66	\$250,647.04	\$326,388.65	\$ 3,571,764.10	\$ 1,984,400.87	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		32.58%	58.25%
2020	Current Month TOTAL															
	COUNTY REVENUE	\$211,645.49	\$216,060.62	\$168,955.20	\$143,088.55	\$170,460.34	\$251,543.96	\$ 335,046.12	\$304,308.97	\$325,464.58	\$238,366.46	\$205,331.59	\$299,015.41	\$ 2,869,287.29	\$ 1,496,800.28	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		11.66%	63.30%
2019	Current Month TOTAL															
	COUNTY REVENUE	\$170,067.96	\$166,941.31	\$175,741.46	\$132,172.13	\$142,697.59	\$237,026.29	\$ 315,888.42	\$272,815.87	\$247,730.77	\$201,759.56	\$179,763.86	\$260,373.24	\$ 2,502,978.46	\$ 1,340,535.16	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.53%	63.53%
2018	Current Month TOTAL															
	COUNTY REVENUE	\$158,998.15	\$147,877.26	\$168,534.55	\$120,215.15	\$143,035.31	\$214,044.30	\$ 282,456.83	\$233,447.74	\$276,580.27	\$159,001.17	\$125,310.95	\$194,759.60	\$ 2,224,261.28	\$ 1,235,161.55	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.11%	64.20%
2017	Current Month TOTAL															
	COUNTY REVENUE	\$139,392.05	\$147,046.94	\$175,494.85	\$ 96,225.07	\$115,278.76	\$183,923.35	\$ 225,051.99	\$239,240.43	\$200,934.31	\$141,366.34	\$116,835.75	\$182,355.98	\$ 1,963,145.82	\$ 1,082,413.01	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		0.51%	58.88%
2016	Current Month TOTAL															
	COUNTY REVENUE	\$125,157.30	\$162,978.56	\$157,480.34	\$104,370.28	\$109,392.20	\$180,729.23	\$ 236,844.80	\$228,536.23	\$188,023.92	\$120,347.56	\$ 95,627.52	\$172,116.30	\$ 1,881,604.24	\$ 1,076,952.71	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		9.11%	58.59%
2015	Current Month TOTAL															
	COUNTY REVENUE	\$126,678.67	\$125,794.53	\$150,379.22	\$ 85,651.79	\$102,663.54	\$165,070.67	\$ 230,768.25	\$195,967.70	\$196,937.46	\$113,087.50	\$100,454.29	\$165,122.68	\$ 1,758,576.30	\$ 987,006.67	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		9.21%	62.08%
2014	Current Month TOTAL															
	COUNTY REVENUE	\$111,193.82	\$111,264.35	\$135,936.02	\$ 79,959.58	\$ 99,519.75	\$148,591.26	\$ 217,271.71	\$182,557.86	\$181,452.74	\$107,834.56	\$ 96,183.39	\$151,915.60	\$ 1,623,680.64	\$ 903,736.49	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		5.25%	61.40%
2013	Current Month TOTAL															
	COUNTY REVENUE	\$110,323.53	\$106,514.20	\$130,684.01	\$ 75,428.71	\$ 91,528.08	\$141,300.06	\$ 202,862.92	\$166,649.18	\$147,508.85	\$108,616.50	\$ 90,259.56	\$138,427.93	\$ 1,510,103.53	\$ 858,641.51	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		4.90%	60.23%
2012	Current Month TOTAL															
	COUNTY REVENUE	\$ 92,940.69	\$110,678.57	\$116,280.84	\$ 77,835.01	\$ 94,048.48	\$145,374.41	\$ 181,344.11	\$141,276.47	\$132,636.58	\$ 96,095.54	\$ 88,302.36	\$131,131.54	\$ 1,407,944.60	\$ 818,502.11	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		6.79%	61.58%
2011	Current Month TOTAL															
	COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$119,211.37	\$ 71,571.55	\$ 81,077.59	\$119,386.11	\$ 177,639.68	\$157,047.23	\$131,749.00	\$ 91,514.44	\$ 85,637.00	\$141,760.78	\$ 1,374,141.13	\$ 766,432.68	\$ 1,314,611.00

### 2023/2024 YTD Industry Comparison as of July 2024



# Taxes By Industry

July 2024





Taxes by Industry and  
Jurisdiction  
July 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	2,042.61	10,620.59	10,366.12	-	6,621.18	-	-	4.91	-	5,395.82	1.19	35,052.42	70,104.84
Bldg Material & Trades	-	27,444.54	34,125.41	211.02	1,984.49	150.74	-	226.26	52.08	11,796.81	577.20	76,568.55	153,137.10
Clothing Stores	-	11,978.18	3,054.24	3.89	623.10	-	-	4.87	-	114.03	-	15,778.31	31,556.62
Department Stores	-	3.27	23,277.94	-	-	-	-	-	-	-	-	23,281.21	46,562.42
Furniture & Appliance Stores	-	3,374.76	2,619.27	56.31	37.99	-	-	1.47	-	1,230.98	54.73	7,375.51	14,751.02
Grocery Stores	-	24,773.01	63,564.54	-	4.46	-	-	-	-	106.77	-	88,448.78	176,897.56
Lodging	7,967.58	18,167.99	19,761.37	882.25	40,757.87	71.60	-	1,792.23	1,318.57	23,395.82	137.78	114,253.06	228,506.12
Manufacturing	36.13	6,345.27	4,520.91	15.64	521.65	0.84	1.80	39.63	0.01	1,715.91	2,531.20	15,728.99	31,457.98
Marijuana	-	3,157.87	4,491.23	-	-	-	-	-	-	-	-	7,649.10	15,298.20
Miscellaneous Services	6,918.75	12,856.67	18,890.22	85.70	7,427.16	502.88	-	599.84	-	17,186.36	1,154.08	65,621.66	131,243.32
Online Sales	-	-	-	-	-	-	-	-	-	139,541.90	-	139,541.90	279,083.80
Ranching & Agriculture	-	184.73	61.75	-	-	-	-	-	-	-	-	246.48	492.96
Specialty Shops	14.44	16,323.39	16,141.44	136.07	725.72	13.95	92.54	34.02	-	9,927.46	691.70	44,100.73	88,201.46
Utilities	247.27	3,180.27	3,318.65	130.47	3,237.51	26.26	0.73	278.57	-	10,323.30	83.53	20,826.56	41,653.12
Vehicle Sales, Parts & Services	-	3,860.81	19,231.27	16.27	16.13	-	-	590.79	-	3,769.36	61.66	27,546.29	55,092.58
Restaurant, Bars & Liquor Stores	-	74,459.70	41,708.22	3,562.37	2,841.01	-	-	286.49	-	7,732.40	-	130,590.19	261,180.38
Gas & Convenience Stores	-	2,723.12	8,698.47	-	-	-	-	1,155.31	-	661.68	1,554.72	14,793.30	29,586.60
<b>Grand Total</b>	<b>17,226.78</b>	<b>219,454.17</b>	<b>273,831.05</b>	<b>5,099.99</b>	<b>64,798.27</b>	<b>766.27</b>	<b>95.07</b>	<b>5,014.39</b>	<b>1,370.66</b>	<b>232,898.60</b>	<b>6,847.79</b>	<b>827,403.04</b>	<b>1,654,806.08</b>





	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,249,296.71
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
		<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2017															
	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,087,507.73
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
		<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2016															
	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,038,988.10
	% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
		<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2015															
	Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
	Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
	Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
	Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 882,184.11
	% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	

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

**Agenda Item:** Gunnison County Fairgrounds Policy Update

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

**Parties to the Agreement:**

**Term Begins:** October 1, 2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

New Fairgrounds Policies, procedures, and pricing

**Fiscal Impact:**

**Submitted by:** Anthony Janssen

**Submitter's Email Address:** ajanssen@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 9/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 10/1/2024



<b>Policy Name:</b>	Authority and Use of the Fred R. Field Western Heritage Center		<b>Policy Number:</b>	5.2.4
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Initial Adoption Document</b>	Resolution #2019-23
<b>Date of Initial Adoption:</b>		<b>Initial Effective Date:</b>		<b>Policy Custodian:</b> Fairgrounds Manager
<b>Last Review / Revision Date:</b>		<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b>

### Table of Contents

1. General Information and Policies	5
1.1 Fairgrounds Information	5
Mission Statement	5
Purpose	5
Administrative Office (Fairgrounds Main Office)	6
1.2 General Rules, Requirements and Assumptions	6
Governing Law	6
Insurance Requirements	6
Indemnification	6
Event Access by Staff	7
Licenses, Taxes, Fees and Permits	7
Non-Discrimination Policy	7
1.3 Facility Booking Information and Policies	7
Booking Events and Reservations	7
Use Agreement	8

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

	Right to Refuse/Cancel	8
	Sharing of Facilities, Services and Non-Exclusive	9
1.4	Deposits, Fees, Payments and Cancellations	9
	Deposits	9
	Fees	9
	County and Government Usage	10
	Fee Payment Responsibility	10
	Method of Payment	10
	Returned Payment Policy	10
	Cancellations	11
	Fee Schedule	11
1.5	Event Planning Basic Facility Requirements	12
	Event Planning Meetings	12
	Event Operating Hours	12
	Noise Limits	12
	Facility Access	12
	Event Set Up/Tear Down	12
	Decorations	13
	Lost or Stolen Articles	13
1.6	Alcohol	13
	Selling Alcohol	13
	Serving Alcohol	14
1.7	Health, Safety and Environment	15
	Accidents and Injuries	15
	Emergency Medical Personnel and Ambulance On-Site	15
	Fire Regulations and Unobstructed Travel	15
	Occupancy Limits	15
	Security Requirements	15

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

	Parking on the Fairgrounds	16
	Smoking	16
	Marijuana and Illegal Substances	16
2.	Equestrian and Livestock	17
2.1	Arenas	17
	Scheduling of Arena	18
	Arena Grooming	18
	Season Reserved Riding	18
	Open Riding	18
	Lighting	19
	Manure and Trash	19
	Tie Ups	20
	Wash Racks	20
	Horse Right-of-Way	20
	Equipment on the Fairgrounds	20
2.2	Stalls Outdoor Pens and Temporary Pens	20
	Barn A Stalls	20
	Outdoor Pens	21
	Stall Care and Cleaning	21
2.3	Event Setup	21
3.	Recreation Vehicle Parking	21
3.1	RV Policies and Procedures	21
	General Policy	21
4.	Buildings	22
4.1	Halls	22
	Esty Room	22
	Van Tuyl Room	22
	Hartman Room	22

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

	McDonough Room	22
4.2	Building Policies and Procedures	23
	Event Setup	23
	Facility Alterations	23
	Event Setup Days	23
5.	Commercial Kitchen	23
5.1	General Information and Use	23
6.	Fee Schedule	24
6.1	Full Facility	24
6.2	Halls	24
	Esty Room	25
	Van Tuyl Room	25
	Hartman Room	25
	McDonough Room	25
	Miscellaneous	25
6.3	Commercial Kitchen	25
6.4	Arenas	25
6.5	Grounds	26
	Covered Pavilion	26
	RV Sites	26
	Stalls/Pens	26
	Additional Facilities Equipment and Services	26

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

## **1. General Information and Policies**

### **1.1. Fairgrounds Information**

#### **a) Mission Statement**

The mission of the Gunnison County Fairgrounds is to strengthen and improve our local community by providing a range of premier facilities that stimulate learning, promote agriculture, enhance equestrian activities, and showcase and support our rich cultural heritage with diverse public and private events.

#### **b) Purpose**

The purpose of the Gunnison County Fairgrounds Policies, Procedures and Operating Standards Manual (“the Manual”) is to provide a fair and consistent guideline for the use and rental of the Fred R. Field Western Heritage Center (“the Fairgrounds”/ “the Center”). Fairgrounds facilities are available for use, and for rent, by the community and the general public (“the User”). We strive to offer a safe environment in quality facilities with services to assist you with your event, with the goal of creating the best experience possible for the citizens of Gunnison County and for all those who use and attend events at the Fairgrounds. The guidelines in this Manual help us provide our facilities at reasonable cost, while also helping us to be good stewards of the resources provided by the Gunnison County Board of County Commissioners (BOCC) and the taxpayers of Gunnison County.

The costs of rental of the facilities ensure the cleaning, maintaining and sustainability of the Gunnison Fred Field, and ensuring the stability of the facility for Gunnison County.

The Board of County Commissioners of Gunnison County owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center. The Board of County Commissioners create policy and delegate appointed directors’ power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The facilities available for public use are:

- Esty Room
- Van Tuyl Room
- McDonough Room
- Hartman Room
- Commissary Commercial Kitchen
- Outside Pavilion
- Outdoor Arena
- Warm up Arena
- Stalls and Outdoor Pens
- Parking Lots
- R/V Electrical Sites

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



### **c) Administrative Office (Fairgrounds Office)**

The Administrative Office of the Fairgrounds is located on the lower level of the Fred R. Field Event Center on the south east side. The office is open to the public Monday through Friday from 8:00 AM to 5:00 PM excluding weekends and holidays.

## **1.2. General Rules, Requirements, and Assumptions**

### **a) Governing Law**

Gunnison County Fairgrounds is owned by the County of Gunnison, Colorado, and is primarily provided for the use and enjoyment of the citizens of Gunnison County. Use of this facility is governed by, construed, and enforced in accordance with City of Gunnison Ordinances, the laws of the State of Colorado, and the laws of the United States of America. The venue for all legal proceedings hereunder shall be Gunnison County, Colorado.

### **b) Insurance Requirements**

Liability insurance may be requested for all events held at the Fairgrounds, per the discretion of Fairgrounds Management. No individual or organization shall be allowed to use the facilities at the Fairgrounds unless all requirements for insurance are met. These requirements pertain to all users, other than open and reserved riding, and stall and pen rentals. The County does not insure or furnish users with insurance coverage. Requirements are listed below.

- 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). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

### **c) Indemnification**

To the fullest extent permitted by law, the User shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's event, or the County's Use Agreement, or if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or other fault of the User, any officer, employee, representative or agent of the User, anyone directly or indirectly employed by the User, or anyone for whose acts the User may be liable; and the User shall reimburse the County for any and all legal and other expenses incurred by the County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against All policies are subject to amendment. Refer to the Gunnison County website ([www.GunnisonCounty.org/Policies](http://www.GunnisonCounty.org/Policies)) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

the County to the extent that the County is solely liable to such third party for such claim without regard to the involvement of the User. User's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. In pursuant to Colorado Revised Statute (C.R.S.) 13-21-119, to the fullest extent permitted by law, a User shall indemnify and hold harmless the County and any of its officers, agents, employees and insurers from and against any losses, claims, damages or liabilities for which the County or any of its officers, agents, or employees may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, the boarding of any animal on the Fairgrounds or in a Fairgrounds facility, or from any damage or injury caused by the User's animal(s) to anyone, or are based upon any performance or nonperformance by the User of the County's Stall Agreement; and the User shall reimburse the County for any and all legal or other expenses incurred by the County in connection with the investigating or defending any such loss, claim, damage, liability or action. All Users agree to disclose any and all hazardous or dangerous propensities of animals boarded at the Fairgrounds.

#### **d) Event Access by Staff**

Gunnison County Fairgrounds Staff are responsible for the management and maintenance of the Fairgrounds facility and have the right to access any location on the property at any time during any event.

#### **e) Licenses, Taxes, Fees, and Permits**

Special licenses and permits may be required for your event. Be certain to check with all applicable authorities to be certain you are in compliance at all levels of government. The User must obtain all permits and/or licenses required by applicable law, ordinance, resolutions and rules. Please provide copies of all required permits and/or licenses to the Fairgrounds Office fourteen (14) days prior to the event.

Special taxes and fees may be applicable. Any and all taxes, fees and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, personal property taxes or any other taxes that may be levied or assessed on the assets, shall be borne and paid by the User.

Users and vendors are responsible for payment of all sales or use taxes, assessments and/or fees in compliance with Gunnison County, the City of Gunnison, and the State of Colorado. It is the User and vendors' responsibility to collect and submit payment. Sales tax information can be found online at [Colorado.gov](http://Colorado.gov).

#### **f) Non-Discrimination Policy**

No User of any Gunnison County facility shall discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief or affiliation, age or sex, disability or sexual orientation.

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

## **1.3 Facility Booking Information and Policies**

### **a) Booking Events and Reservations**

The Fairgrounds facilities are available for public use, pursuant to the Gunnison County Use Agreement, payment of a use fee, and proof of general liability insurance, where requested by fairgrounds management. Users of the facilities will be charged the fees in effect on the date that the Use Agreement is signed and submitted to the County. Reservations for the use of the facilities shall be managed by the Fairgrounds Manager, or designee. Events may be booked up to twelve (12) months in advance. Events are booked on a first-come, first-served basis. The best practice is for the User to submit use/event requests in writing, preferably via email to [ajanssen@gunnisoncounty.org](mailto:ajanssen@gunnisoncounty.org), or via an online request form on the Gunnison County Fairgrounds website. Any event request made less than 30 days in advance is unlikely to be scheduled, unless facility availability and staffing allow. Any event request made for more than twelve (12) months in advance may be tentatively scheduled but cannot be guaranteed.

The steps shown below are a general guideline to booking your event; however, there may be additional requirements depending on the nature of your event:

- Contact the Fairgrounds office by phone (970-641-8561) or email ([ajanssen@gunnisoncounty.org](mailto:ajanssen@gunnisoncounty.org)) to determine the availability of the dates for the facilities requested. Availability calendars are available on the Fairgrounds website. An online reservation request form is available on the Fairgrounds website.
- Reserve the date with the Fairgrounds Staff, by phone or in person. Please be prepared with all necessary information regarding your event or activity (time, date, number of attendees, type of event, special needs, etc.).
- The facility will not be reserved until the Deposit has been paid in full and a Use Agreement is signed by both the User and the Fairgrounds Manager or designee. Applicants will receive a Policies, Procedures and Operating Standards Manual via email (or in print if requested) upon reserving a facility, which will also be available online at the Fairgrounds website. A signed agreement indicates the User accepts all terms as outlined in the Policies, Procedures and Operation Standards Manual.
- Large events, such as those with more than 60 percent of max occupancy, require Fairgrounds review/approval of the event at least 30 days in advance. Contact the Fairgrounds office to arrange a pre-event meeting to coordinate all aspects of your event.
- Refunds for deposits paid with cash/check/money order or card will be refunded when staff performs post event inspection.

### **b) Use Agreement**

All persons seeking facility reservations are required to execute a Gunnison County Fairgrounds User Agreement for use of any part of the Fairgrounds facility. Users must be eighteen (18) years of age or older to enter into a Use Agreement. Users are responsible for complying with this Manual, all rules/regulations of the Fairgrounds, and all local, State and Federal Laws. Users are responsible for assuring their participants and guests comply with all rules/regulations in this manual. The Use

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

Agreement must be signed by both the User and the County before the release of advertising or publicity for an event.

### **c) Right to Refuse/Cancel**

Gunnison County Fairgrounds Manager, or designee, reserves the right to refuse or cancel any event booking. Reasons for refusal may include but are not limited to the following: the event may cause undue or unusual damage to the facilities or may violate local, state, or federal laws, regulations, or rules; the event is deemed to not be an appropriate use of the Fairgrounds facilities based on a variety of reasons such as conflicts in scheduling, event type, saturation, excessive noise, or not aligned with Fairgrounds or County missions; a history of non-compliance or failure to meet requirements of agreements or contracts; a greater need by the county or emergency management teams for the greater good of Gunnison County and its residence.

### **d) Sharing of Facilities, Services and Non-Exclusive Agreement**

The use or availability of services and facilities is dependent on demand. The Fairgrounds is used for many activities, events, operations, and engagements and unless you have reserved the entire Fairgrounds and all of its facilities, it is likely that other events will be occurring simultaneously with your event. As a condition of the use of this facility, the User must agree to comply with established schedules and to cooperate in shared arrangements. The Fairgrounds Staff will inform Users of other events occurring on the same dates, whenever possible.

## **1.4 Deposits, Fees, Payments, and Cancellation**

### **a) Deposits**

A deposit is necessary to secure the booking date(s) and is due and payable at the time the Use Agreement is signed and submitted to the Fairgrounds office. An increased damage deposit may be required under circumstances deemed to be higher risk, including but not limited to parties, dances, and wedding receptions. Damage deposit refunds are processed after all invoices are paid and there is no money due for that event or event series. A full refund will be returned, without interest, within 45 days of the completion of the agreement if no charges are accrued against the deposit. To assure maximum return of deposit: (1) the facility must be left in a clean, usable and undamaged condition compliant with the Cleaning and Damage Policy and all personal property must be removed from the facility; (2) no extra charges accrued; (3) the User has adhered to the Fairgrounds Policies, Procedures and Standard Operating Manual; (4) all stalls and R/V electrical sites are paid. The Fairgrounds Manager reserves the right to make the final determination of any amount invoiced or retained from the deposit.

The User is held responsible for assuring that all guests, vendors, and attendees comply with these policies. If any charges are accrued, or costs are incurred by Gunnison County, these costs will be withheld from the deposit. Any costs incurred above and beyond the deposit will be invoiced to the user and due within 30 days.

Upon approval of release of any deposit, the deposit will be issued as follows:

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

- If the deposit was paid via credit/debit card, the deposit will be refunded directly to the same card.
- Deposit refunds may only be issued to the person or entity who originally made the deposit.

Organizations that have multiple events or bookings may choose to leave their deposit with the Fairgrounds to be applied toward the next event within the same calendar year as long as all invoices have been paid. All deposits will be refunded by the end of the calendar year. If a series rolls over into another year a new deposit will be requested for that calendar year.

## **b) Fees**

Gunnison County Fairgrounds is owned by the County of Gunnison, Colorado, and is provided for the use and enjoyment of the citizens of Gunnison County. The costs of maintaining this facility are borne partially by the citizens of Gunnison County under the auspices of the Gunnison County Board of County Commissioners (BOCC), and partially by the direct users of the Fairgrounds. Fees are reviewed and approved by the BOCC.

### **(i) County and Government Usage**

Gunnison County Departments, Colorado State University Extension (CSU), and the Gunnison County 4-H office may reserve Fairgrounds facilities without being charged use fees, subject to availability of the facilities, up to one year in advance. Gunnison County Government Departments and Gunnison County CSU/4-H are not required to provide deposits, sign Use Agreements, or provide proof of insurance.

Governmental Users may not reserve a facility in their name for actual use by other groups or individuals. Third party users are acceptable if the Governmental User makes the reservation, and the event holds professional significance. A representative of the Government User organization must be present and designated as a point of contact. The Governmental User reserving the facility assumes all responsibility for adherence to policies and for all set-up, take-down, and clean-up of their events. All facilities and equipment must be left in good and working condition. Any damage must be reported to Fairgrounds Staff immediately.

Requests for reservations will be considered as late as fourteen (14) days before the start of the event, but earlier reservations are strongly encouraged. All Governmental Users should make a reasonable effort to cancel no less than thirty (30) days before a scheduled event. Habitual failure to cancel in a timely fashion may result in the inability to reserve facilities in the future. A pre-event planning meeting may be required with the Fairgrounds Manager no less than fourteen (14) days prior to the event start date.

### **(ii) Commercial Rates**

The Commercial Rate applies to any event where any fees are charged, including entry fees, gate admission, any on-line or advance ticket sales, or parking fees (parking fees must be approved by the Fairgrounds Manager).

## **c) Fee Payment Responsibility**

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

All use fees are due and must be paid no less than fifteen (15) days prior to the first scheduled day. If the Use Agreement is being executed less than fifteen (15) days before the first scheduled day, then the full rental fee is due immediately upon execution of the Agreement.

If an invoice is submitted, payment will be due within fifteen (15) days after receipt of the event invoice. All fees, which are due in accordance with the Use Agreement, shall be delinquent after ten (10) business days of the due date. Unpaid accounts may be assigned to a collection agency or pursued through legal proceedings at the County's election.

**d) Method of Payment**

Use fees and deposits for events at the Fairgrounds can be paid by cash, check, cashier's check, money order, and credit/debit card. Payment by credit or debit card is subject to a service fee of \$.75 plus 2.25% of the order total for all payments. All checks, including checks for deposits, will be deposited and held until all invoices are paid after the conclusion of the event. Checks shall be made payable to Gunnison County.

**e) Returned Payment Policy**

Any payments returned by the financial institution, for any reason, will be charged back to the User. The actual fees charged to the County, plus a \$50 returned payment fee, shall be charged to the User for administrative costs. The User shall be required to make payment in the form of cashier's check or money order from that point on. The event will be considered tentative until verifiable funds have been received by the County.

**f) Cancellations**

Cancellation of an event must be in writing and shall be effective upon receipt by the Fairgrounds Manager or designee. If an event is canceled more than thirty (30) days prior to the event date, the County shall refund the full deposit and any use fees collected. Event cancellation fees are as follows:

<b>CANCELLATION DATE</b>	<b>REFUND LATE</b>	<b>CANCEL PENALTY</b>
More than 30 days prior to Event:	All fees and deposit	None
Less than 30 days prior to Event:	All fees, half of deposit	Half of deposit

The County shall not be responsible for any consequences, monetary or otherwise, due to cancellation of an event by a User. The County reserves the right to cancel any event due to an emergency or act of God, as determined by the County in its sole discretion. Users are encouraged to obtain event cancellation insurance. The County will not assume liability for cancellations due to emergencies or unforeseen circumstances.

The Fairgrounds management may cancel any Use Agreement due to fire, weather, mechanical breakdown, quarantine, or if the Fairground staff determines that the facility – or any related portion of the Fairgrounds – is unsafe or otherwise unfit for the proposed use, or if the Fairgrounds determines the facility must be used for emergency purposes. If the Fairgrounds staff cancels the event because of fire,

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

weather, unsafe conditions, mechanical breakdown, emergency use, or other similar reason, the User will be provided with another date for the event as available; and if that is not possible, rental use fees and deposit refunds will be issued. Gunnison County will not be liable for any damages, fees, or other expenses incurred by the User as a result of such cancellation by the Fairgrounds except for facility use fees and deposit previously paid or due for the respective event.

### **g) Fee Schedule**

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

## **1.5 Event Planning: Basic Facility Requirements**

### **a) Event Planning Meetings**

New events and large events, such as those with more than 60 percent of max occupancy, require planning meetings with Fairgrounds staff in order to ensure all needs have been met and all parties are prepared. There are many details that must be resolved so that the event is a success. Event planning meetings should be scheduled by the User no less than fifteen (15) days prior to the event. For new and larger events, several planning meetings may be required. All events require advanced communication with the Fairgrounds office. Event organizers are responsible for planning and providing additional restrooms and trash receptacles as requested by fairgrounds management. Event organizers are responsible for cleaning of trash and restoration of the fairgrounds.

### **b) Event Operating Hours**

General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Set up or takedown activities may take place outside of these hours on a case by case basis, but additional fees may apply.

### **c) Noise Limits**

City of Gunnison noise ordinances and C.R.S. 25-12-103(1) are observed at the Fairgrounds. Amplified music and other loud noise associated with sanctioned User activities must end no later than 11:00pm on Friday or Saturday night, and 9:00 pm Sunday through Thursday nights. Any excessive amplified noise, including but not limited to loud music played from vehicles, is not permitted without prior Fairgrounds Staff approval. The Fairgrounds staff on duty reserves the right to require that the sound be turned down. Failure to comply may result in law enforcement being called and the event being shut down. Sanctioned activities of the annual County Fair and Rodeo are exempt from these limitations.

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

#### **d) Facility Access**

It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of \$100, per key, and possible loss of the privilege to use the Center. The Fairgrounds office will provide you the name(s) and phone number(s) of the staff member(s) who are on duty during your event.

#### **e) Event Set-up/Tear Down**

Users shall keep the Premises in a clean and safe condition. Setup, teardown and cleanup of any event on the Premises is the responsibility of the User. Users shall be responsible for any damage to the Premises and Fairgrounds, ordinary wear and tear excepted. All County property must be left in a clean, usable, and undamaged condition following an event. Prior to and following the conclusion of an event, the User and a County representative shall conduct an inspection of the facility, and shall make written note of any damaged or unclean condition. A pre-event checklist and a post-event checklist will be signed by both the User and a Fairgrounds Staff member. A pre- and post-event inspection will be conducted by Fairgrounds staff. It is in the User's best interest to attend the inspection and is strongly encouraged, but is not required. A cleaning checklist will be provided at the time the facility is rented and is also attached to the Use Agreement. Any keys checked out shall be returned at the conclusion of the reservation. If any part of the facility needs to be cleaned after an event or use, the User will be charged a fee of \$50 per hour for County staff, or a cleaning company, to clean the facility. The User will be responsible for the actual costs incurred by the County to repair any damage sustained to a facility following an event or use. Failure to meet the County's cleaning requirements may result in charges, which will be deducted from the User's security deposit.

#### **f) Decorations**

Decorations for any event must be approved by the Fairgrounds Manager or designee at least Seven (7) days prior to the scheduled event. It is the responsibility of the User to remove any decorating materials, including tape, zip-ties, string, etc. immediately following the event. If tape is necessary, only low-tack tape such as blue Painter's tape is allowed. Failure to do so can result in a portion of the deposit being withheld to cover any repairs. Nails, tacks, staples, or screws shall not be used to fasten items to any part of the buildings. Magnets may be used on the beams in the Indoor Area with prior permission. **Smoke and sparkler machines will set off our fire alarms and therefore are not allowed.** Glitter, confetti, and rice are examples of decorative material that are not allowed and if used may result in a \$100 charge being withheld from the deposit.

#### **g) Lost or Stolen Articles**

Gunnison County Fairgrounds shall not be responsible, under any circumstances, for the property of the User, or any attendee, while on the Fairgrounds premises. The Fairgrounds will not accept lost and found articles for distribution; unclaimed articles must be held by the User. In addition, Gunnison County is not responsible for any loss of articles or equipment left unattended in any facility.

### **1.6 Alcohol**

Alcohol is prohibited in all Fairground Facilities without prior approval. Alcohol consumption must be outlined in the Use Agreement and details concerning time of the event, location for service of alcohol. All policies are subject to amendment. Refer to the Gunnison County website ([www.GunnisonCounty.org/Policies](http://www.GunnisonCounty.org/Policies)) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.



and the security plan must be determined in a planning meeting with the Fairgrounds Manager or designee.

**a) Selling Alcohol:**

If alcohol is to be sold at a Fairgrounds facility (including use of a cash bar, as a silent auction item, or included in the price of a ticketed event), the following requirements must be met.

User must:

- Complete and submit Gunnison County Alcohol Request form at [gunnisoncounty.org/FairgroundsPermit](http://gunnisoncounty.org/FairgroundsPermit)
- Obtain and provide a “Special Event Permit” (State of Colorado regulated and issued through the City of Gunnison, CO) at least Thirty (30) days prior to event;
- Provide a Certificate of Insurance, including liquor liability; and
- Provide a security plan, to include a map of the facility and layout of the room, to the Fairgrounds manager or designee, a minimum of fourteen (14) days prior to the scheduled event.
- User must submit written request describing the event must be submitted for approval at least 72 hours prior to the event to Fairgrounds Manager or designated staff member at 275 South Spruce Street, Gunnison Colorado 81230. The request must include the following information or it will not be processed:
  - i. Name of Person/Organization renting the facility
  - ii. Address of contact person responsible for ensuring compliance with the conditions imposed
  - iii. Phone number (if available) of contact person
  - iv. Date of the Event
  - v. Time of the Event
  - vi. Type of Event (wedding reception, birthday party, etc.)
- Submit Online Request to Gunnison County’s Fairgrounds website.
- Pay all necessary fees to Gunnison County prior to event.
- Proof of Insurance as requested by management.

**b) Serving Alcohol:**

If alcohol is to be served, or otherwise made available or allowed into the event, in a Fairgrounds facility for a private function, the following requirements must be met:

- Complete and submit Gunnison County Alcohol Request form at [gunnisoncounty.org/FairgroundsPermit](http://gunnisoncounty.org/FairgroundsPermit)
- User must submit written request describing the event must be submitted for approval at least 72 hours prior to the event to Fairgrounds Manager or designated staff member at 275 South Spruce Street, Gunnison Colorado 81230. The request must include the following information or it will not be processed:
  - vii. Name of Person/Organization renting the facility
  - viii. Address of contact person responsible for ensuring compliance with the conditions imposed
  - ix. Phone number (if available) of contact person
  - x. Date of the Event
  - xi. Time of the Event
  - xii. Type of Event (wedding reception, birthday party, etc.)
- Submit Online Request to Gunnison County’s Fairgrounds website.
- Pay all necessary fees to Gunnison County prior to event.
- Proof of Insurance as requested by management

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

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

It is the responsibility of the User to see that no alcohol is consumed during events covered by this agreement if a permit or permission has not been obtained and if insurance including liquor liability is not in place. Violations of this policy by anyone associated with the event, any User or any person associated with a User, may result in the termination of the Use Agreement or loss of the User's damage deposit. The event and all associated parties may be required to vacate the premises immediately. The violators may be subject to arrest and prosecution. Intoxicated persons shall not be admitted to the Fairgrounds facilities, and are subject to removal by the County, at the sole discretion of Gunnison County staff. Alcohol shall not be consumed by, served, or sold to anyone under the age of twenty-one (21). It is the responsibility of the User to comply with Colorado law for serving alcohol. Events where alcohol is not formally served or sold are governed by the City of Gunnison Ordinance Open Container law, which states there will be no consumption of alcohol in public areas. It is the responsibility of the User who signs the agreement to ensure there are no violations of this ordinance. If alcohol is observed at an event without a permit, Fairgrounds staff reserves the right to notify the User to handle the situation and to request alcohol be thrown out or put away. If the Fairgrounds staff is compelled to ask twice, the Gunnison Police Department will be called to enforce the ordinance. No Alcohol is to be served after 11PM on the Gunnison County Fairgrounds unless otherwise permitted with written consent of the Fairgrounds Manager.

## **1.7 Health, Safety, and Environment**

### **a) Accidents and Injuries**

When accidents and/or injuries occur, it is imperative that first aid be administered at once. Notification should then be made to any emergency services either on property (if available) or by calling 911 if not available. Users must also notify the Gunnison County Fairgrounds Staff when applicable at 970-641-8561.

### **b) Emergency Medical Personnel and Ambulance On-Site**

Emergency Medical Technicians (EMT) and/or on-site ambulance are required at each event where there is substantial risk of injury to the contestants or audience. Examples of events where EMT/Ambulance is required include, but are not limited to motorsports and rough-stock events. Securing the EMT and/or on-site ambulance is the responsibility of the User. Hourly rates may apply and are the sole responsibility for the User. If an EMT is required, and not present, the event will be stopped until the EMT is present.

### **c) Fire Regulations and Unobstructed Travel**

Fire regulations and codes are strictly enforced by the Gunnison Volunteer Fire Department. If you have any questions, please contact the GVFD at (970) 641-8153. The Fairgrounds also maintains final approval of all legal activities at the Fairgrounds. Heat lamps, heaters, and cookers are prohibited

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

inside the arenas, stalls, and buildings. Exits, aisles, ramps, corridors, and passageways shall not be blocked nor have their required width obstructed in any manner by ticket officers, turnstiles, concessions, chairs, trashcans, equipment or anything whatsoever; nor shall they be blocked by persons. Parking that obstructs roadways, right of way, egress or fire lanes is prohibited at all times.

#### **d) Occupancy Limits**

Admission tickets sold at the Fairgrounds must not be in excess of the seating capacity of the premises granted under each Use Agreement. Due to safety concerns, occupancy levels are set by Gunnison County Fairgrounds, Gunnison County, and the Gunnison Volunteer Fire Department, and any other applicable codes and regulations. See section 4.1 to view occupancy limits in each hall.

#### **e) Security Requirements**

For all events where attendance is expected to exceed 200, regardless of alcohol consumption, Fairgrounds will evaluate the need for security. Security services shall be obtained through a private, bonded security company, approved by the Fairgrounds staff, and will be arranged by the user at their sole cost and expense.

#### **h) Parking on the Fairgrounds**

Parking lots are reserved for event parking, or for Fairgrounds or Gunnison County 4-H/CSU Extension business only; any other use must be approved in advance by the Fairgrounds Manager, or designee, and appropriate fees (if applicable) paid. Multiple events may be conducted simultaneously at the Fairgrounds. In order to assure ample parking for all events, a parking plan may be requested by the Fairgrounds fourteen (14) days in advance for an event. Special arrangements are necessary if additional parking is required.

All Users shall be responsible for parking control at their event, and for ensuring that fire lanes (twelve feet minimum) and access lanes (twelve feet minimum) are kept clear from obstruction during all events held at the Fairgrounds. Parking is prohibited on grass areas.

Handicap parking spots are reserved for permit holders only. A valid handicapped placard must be properly displayed. Any vehicle in violation may be towed, at the driver's expense.

Events with attendance of over 500 attendees must provide a parking plan to the Fairgrounds Manager, or designee, at least fourteen (14) days prior to the scheduled event. The parking plan shall include a proposed method for deliveries and emergency/essential vehicle access. The parking plan shall clearly indicate the number of persons expected to be in attendance. Unless parking lots are rented in conjunction with gate fees, ticket sales, or admissions, no fees may be collected to park in any Fairgrounds lot. Any parking fee associated with an event must be approved by the Fairgrounds Manager.

Gunnison County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Gunnison County property.

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

### **i) Smoking**

Smoking is strictly prohibited inside any Gunnison County building, including the Grandstands, and within 30 feet of any entrance to any building per C.R.S. 25-14-201, et seq known as the Colorado Indoor Clean Air Act. Any violation of this policy will precipitate the eviction of the person or persons involved. Users shall make public announcements as to the “no smoking” policies of the property. It is expected that the User who signs this agreement will assure the “no smoking” policy is adhered to. No Smoking applies to e-cigarettes and “vapes” in addition to cigarettes, marijuana joints, cigars, and pipes. Outdoor smoking areas may be designated at events and signs posted accordingly.

### **j) Marijuana and Illegal Substances**

Federal law prohibits marijuana use despite the passage of Amendment 64 in Colorado. Because the Fairgrounds is both a Government and a public facility, and in accordance with Amendment 64 which prohibits marijuana use “publicly,” marijuana use is strictly prohibited at the Fairgrounds. Likewise, possession, consumption, sales, etc., of any type of illegal substance may result in criminal prosecutions, ejection from the Fairgrounds, and immediate termination of the event if the violation rises to the level of a nuisance per the Fairgrounds manager. This includes private parties.

It is the responsibility of the User who signs the Use Agreement to see that this provision is not violated. As set forth above for Fairgrounds visitors, and as extended herein: Violations by the User of this agreement, or any organization or individual associated with the User’s event may result in the immediate termination of the agreement and loss of the damage deposit. Moreover, the User, the event and all associated parties may be required to vacate the premises immediately.

## **2. Equestrian and Livestock**

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

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

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

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

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

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

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

## **2.1 Arenas**

The Fairgrounds has one arena with an associated warm-up arena. All policies of this Policies, Procedures and Standard Operating Manual apply to all events, and it is the User's responsibility to know and understand all policies. This section includes only those policies most commonly associated with Equestrian and Livestock events for convenience of the user. There is no use of motorized vehicles allowed inside of either arena without consent from fairgrounds management.

### **Outdoor Arena - 200x350**

The outdoor arena is an open-aired arena that is available for equestrian, livestock and other purposes. There is a gate on each end. The arena includes an enclosed announcer's booth, PA System, lighting, grandstands on west side, loading chute, holding pens, roping boxes/chutes/alleyways, bucking chutes, and a 95x147 warm up arena. Restrooms are available on the west side of the grandstands.

#### **a) Scheduling of Arena**

Scheduled events and organized riding activities for groups are scheduled through the Fairgrounds office, or website and take priority over individual open riding or training. To reserve a specific time, request reservations through Gunnison County's Fairgrounds website. Scheduled reserved events take president over Seasonal events (IE Weekly Roping/Barrel Racing Events). Given the demand of the arena, separate events may be scheduled within the same day, with consideration of the size and needs of both events. Areas for parking, warm-up, wash racks and stalls will be recommended for each event/arena.

#### **b) Arena Grooming**

Grooming of the arena is handled by Gunnison County staff only, unless special permission has been granted and additional insurance requirements have been met. Equipment that is not owned by Gunnison County shall not be used on Gunnison County property without authorization from the Fairgrounds Manager.

#### **c) Season Reserved Riding**

Arena may be reserved by local equestrian groups, for practice and events. Groups are able to reserve a scheduled night that is reserved every week from May 1st- September 30<sup>th</sup>. Reservations include the arena to be watered and worked prior to 5PM. Groups needing more than one night a week may reserve additional depending on needs of all groups wanting to reserve nights for the season. Requests for seasonal reservations are accepted beginning in January, and will be allocated the first of

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

March, after all community groups have an opportunity to submit their requests. All seasonal fees then must be paid prior to the end of March, otherwise Fairgrounds Management will move to the next requesting group.

#### **d) Open Riding**

Open riding is available in the Outdoor Arenas when the arenas are not reserved. Please contact the Fairgrounds office for availability or check the arena schedule online at Gunnison County's Fairgrounds Webpage. The Fairgrounds schedule changes on a daily basis. It is the responsibility of the User to ensure Open Riding times. All riders must have a valid arena card, and signed waiver on file, available at the fairground's office. Riders must follow all open riding rules while using the arenas. Users of the arenas during open riding time understand and agree that they are voluntarily using the facilities, with knowledge of the dangers of equine activities (See Paragraph k) and agree to accept any and all risk of injury or death associated with such activities. All riders are asked to clean up after their animals throughout the fairgrounds. Rules and procedures for Open Riding are as follows:

- There is no fee to ride in either arena as long as rider has valid "arena card", purchasable at the Fairgrounds Office.
- Payments should be placed in the designated fee box at the Fairgrounds office, or elsewhere as designated. Warm-up arenas open riding is free of charge.
- Enter the arena only when it is safe to open the gate and no one is riding near the gate.
- Mount and dismount in low traffic areas when inside the arenas. If you need to dismount or work with your horse, do so in a low traffic area of the arena.
- Keep a safe distance from other horses, slower pace to the outside of the rail, faster pace to the inside.
- Children under sixteen (16) years of age handling horses require a parent or guardian to supervise.
- Children in the arena under twelve (12) years of age must be supervised by a parent or guardian at all times.
- Screaming, yelling, running around the arena or bleachers, or climbing railing/chutes is not permitted
- No ponying of horses, unless all other riders present agree.
- No lessons during open riding. Instructors, please contact the Fairgrounds office for more information.
- No unbroken horses allowed in the arena during open riding.
- Horses must be kept under control at all times. No loose horses allowed.
- No stallions allowed during open riding.
- No lunging of horses, unless all others riders present agree.
- Remain in the bleachers if you are not riding or assisting a rider.
- No double riding allowed.
- No racing, barrel racing, poles, jumping or trick riding allowed in the arenas during open riding, unless all other riders present agree. No roping or use of steers, other animals, or "hot heels" are allowed during open rides.
- No alcohol is allowed.
- Glass containers are not allowed.
- Mounts must be appropriate to the age and experience level of the rider. No rider will be over-mounted.

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

- Ride at your own risk.
- Please clean up after animals both inside and outside of the riding areas and throughout the fairgrounds.
- Violators of the Fairgrounds Open Riding Rules, or Policies, Procedures and Operating Standards Manual will be subject to termination of User Agreements, and possibly the future use of Fairgrounds facilities.
- The Gunnison County Fairgrounds is not responsible for accidents or injuries to horses, individuals, or theft, loss or damage to personal property.

#### **e) Lighting**

The arena lights and seating lights in the Outdoor Arena are turned off usually within thirty minutes after an event is concluded providing the area is safely cleared. Users may request additional pre or post lighting in advance by contacting the Fairgrounds office. Users should turn off lights in a timely manner at the completion of their event reservations.

#### **f) Manure and Trash**

Owners are required to clean up all manure left by their animals, including horses and dogs, throughout the fairgrounds. Manure is to be placed only in designated areas. Trash must be placed in the appropriate receptacles. If a User fails to place all animal waste and trash in the proper locations, they may be assessed labor charges that will be withheld from the deposit. We do not allow cleaning out of trailers into our parking lot. You are welcome to clean out your trailer into a manure bin.

#### **g) Tie-Ups**

Horses should only be tied to horse trailers or designated hitching areas. Absolutely no tie-ups are allowed to barn doors, stalls, water faucets, arenas, or similar devices or structures. Overnight tie-ups or the set-up of personal temporary stalls for the intended purpose of holding animals overnight is not allowed on Fairgrounds property.

#### **i) Wash Racks**

Animals are to be washed only at wash racks. Washing of vehicles and/or trailers at wash racks is prohibited.

#### **j) Horse Right-of-Way**

In all areas of the Fairgrounds, horses have the right-of-way over vehicles. Pedestrians have the right-of-way over all vehicles and horses.

#### **k) Equipment on The Fairgrounds**

Operation of County Equipment: Use of equipment owned by Gunnison County and Fairgrounds Staff, is at the discretion of the Fairgrounds Management. County equipment must be operated by County personnel only. Any Fairgrounds equipment, such as bleachers, motorized equipment, or trailers, may only be moved by or with approval of Fairgrounds Staff.

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

Non-County Owned Equipment: Equipment that is not owned by Gunnison County shall not be used on Gunnison County property without authorization from the Fairgrounds Manager.

## **2.2 Stalls, Outdoor Pens, and Temporary Pens**

Users may rent stalls and pens on an overnight, or short-term basis. Overnight and daytime use of the stalls or pens is arranged through the Fairgrounds office. No unauthorized overnight stalling is permitted. Overnight stall rental is permitted upon execution of a Gunnison County Stall Agreement and payment of applicable fees. Stalls used in conjunction with shows are reserved in advance by the show promoter and invoiced accordingly. Shavings are required in all stalls. Arenas shall not be used for boarding animals. Stall rentals which exceed a seven (7) night period require a Use Agreement. Unless authorized by the County, only one full-size horse or steer shall be permitted in any single stall. Animals shall not be relocated from their assigned stalls without notifying the Fairgrounds office. Stalls are not to be altered in any way. In the event a lock is missing from a stall, the User will be charged a \$20 fee, per lock, for the replacement.

### **a) Barn A Stalls**

Barn A is at the southern end of the fairgrounds and includes 54 covered stalls. Each stall is an individual stall, with only one horse permitted to be in the stall. Barn A has lighting, electrical outlets, manure bin, and a wash rack to the east of the barn.

### **b) Outdoor Pens**

There are 15 Pens outdoors located around the arena that are available to rent. Multiple horses/animals can be in the pens at a time. All pens have access to water.

### **c) Stall Care and Cleaning**

Users will need to provide all bedding, feed, water, and care for any and all animals housed or otherwise brought onto the premises.

- Horse stall cleaning performed by the Fairgrounds staff is charged on a per stall basis. Users wishing to avoid the fee should work with staff to verify cleaning standards.
- Stalls must be thoroughly stripped to the dirt. Any stall that is not cleaned/stripped or has to be re-raked by staff will be charged \$20 to the User.
- All manure is to be placed in the manure pits only. Manure not properly deposited in the pits will result in additional charges to the User.
- Washing of horses and livestock is allowed in designated wash rack areas only. Barn aisles and doors must remain clear and passable at all times. If tack impedes the walkway a tack stall should be rented.

## **2.3 Event Setup**

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



Events which require modification to existing arenas, setup and tear down of additional livestock panels, stalls, and chutes, special arena setup, use of tables and chairs outside require advance authorization and planning. Fairgrounds Staff may be able to assist or provide set up and tear down services for your event for additional fees. Contact the office to discuss specific fees, needs, and staff availability. All other setups are the responsibility of the User. No Stalls, Pens or structures shall be altered without Fairgrounds managers approval.

Fairgrounds staff will clean facility, arena groomed prior to event start time (Custom dirt work must be communicated to the Fairgrounds Office at least 72 hours in advance, extra charges may apply), gate at each end, announcer's booth, PA System (if requested), use of show office (if requested), use of arena lighting during normal event hours, grandstands, restrooms with showers available. Renting arena will include One work/water per day during your event.

### **3. Recreation Vehicle (RV) Parking**

There are thirty (30) 15/20 amp electric-only RV hookups that are primarily intended for use during scheduled events, or by travelers passing through the County with livestock trailers. A limited number of spaces may be available to rent from time to time for other RVs or trailers passing through the County, if staff and facilities are available.

#### **3.1 RV Policies and Procedures**

##### **a) General Policy**

Camping is permitted in designated areas at the Fairgrounds. In order to camp on Fairgrounds property, Users must make a reservation with the Fairgrounds Staff. A daily camping fee is required when electrical hook-ups are used. There is ABSOLUTELY no discharge of black or gray water allowed on Fairgrounds property. Current registration and insurance are required for all Users not associated with an event being held on the Fairgrounds. Water is available for filling RV/Campers, but cannot be hooked up to permanently. A water fill fee is required when filling RV/Camper.

### **4. Buildings**

The Fairgrounds' three halls may be rented for meetings, weddings, trainings, trade shows, merchandise sales, and educational seminars or other uses. All the rooms have heating and all tables and chairs needed, and are available for year-round use.

#### **4.1 Halls**

##### **a) Esty Room (occupancy max. in the building at one time - 400 people)**

Rental of room Includes heating, 45 - 8'x30" aluminum tables, 400 padded chairs, 26 – 5' round tables, electricity, lighting and restrooms. A PA system, Podiums, Stage, dance floor and projector equipment are also available for rent at an additional cost. The Kitchen is attached and also available for rent at an additional cost. The commercial kitchen includes a commercial refrigerator, three-part sink, hand sinks, dishwasher, range and oven.

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

**b) Van Tuyl Room (occupancy max. in the building at one time - 220 people)**

Rental of room includes heating, 15 - 8'x30" aluminum tables, 15- 5' round tables, 220 folding chairs, electricity, lighting and shared restrooms with the Hartman and McDonough Rooms. A PA system, Podiums, Stage and projector equipment are also available for rent at an additional cost. The Kitchen is attached and also available for rent at an additional cost. The commercial kitchen includes a commercial refrigerator, three-part sink, hand sink, dishwasher, range and oven.

**c) Hartman Room (occupancy max. in the building at one time – 50 People)**

Rental of room includes 8 – 8' x30" aluminum tables, 15 - 4'x24" Desk Tables, 70 padded chairs, electricity and lighting. A PA system, Podiums and projector equipment are also available for rent at an additional cost. This area is upstairs, and food and drink are not allowed in this carpeted area.

**d) McDonough Room (occupancy max. in the building at one time – 35 People)**

Rental of room includes 6 – 8' x30" aluminum tables, 2 - 6'x30" Tables, 70 padded chairs, electricity and lighting. Podiums and projector equipment are also available for rent at an additional cost.

## **4.2 Building Policies and Procedures**

Note: All policies of this document apply to all events, and it is the User's responsibility to know and understand all policies. This section includes only those policies most commonly associated with Building use for convenience of the user.

**a) Event Setup**

Event setup and tear down, including setup/teardown of all tables and chairs, staging, signs, etc., is the responsibility of the User. No heavy pieces such as livestock panels and chutes are to be placed in any indoor space without fairgrounds management approval; arrangements must be made in advance. Fairgrounds Staff may be able to provide set up and tear down services for your event for an additional fee. Contact the office to discuss specific fees, needs, and staff availability. It is the responsibility of the User to remove any decorating materials, including tape, zip-ties, string, etc. immediately following the event. If tape is necessary, only low-tack tape such as blue Painter's tape is allowed. **Nails, tacks, staples, or screws shall not be used to fasten items to any part of the buildings.**

**b) Facility Alterations**

Users shall not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the facilities. Special event requests and facility alteration needs must be submitted in writing as part of the Use Agreement.

**c) Event Setup Days**

Event setup and tear-down days must be reserved in advance like any other booking and may require additional day use fees.

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

## 5. Commercial Kitchen

### 5.1 General Information and Use

The Gunnison County commercial kitchen may be rented for private or commercial use. The kitchen is certified through the Gunnison County Public Health Department and may be used for the following uses: commissary, incubator business, cottage food, private events, catering, concession food preparation and sales, and cooking classes. It is the responsibility of the User to assure all permits necessary for their use are obtained. Kitchen is attached to both the Van Tuyl and Esty room and has a concessions window that opens into Esty room and windows that serve as concessions for outside. The commercial kitchen includes a commercial refrigerator, three-part sink, hand sink, dishwasher, range and oven.

- Only approved cleaners and a soft cloth may be used on any stainless steel. Using unapproved cleaners and/or abrasive materials will ruin the stove and result in retaining a portion, or all, of the damage deposit.
- No animals, except verified service animals, are allowed in the kitchen. Any services animals must be verified by Fairgrounds Staff.
- Hand washing and disposable glove use is required prior to handling food.
- Gloves must be taken off and replaced with new gloves in-between food handling
- Gas ovens and ranges require advanced notice to Fairgrounds staff.
- Pilot light must be lit by Fairgrounds Staff. Please request assistance seventy-two (72) hours in advance.
- Check burners for ignition frequently. If the burner goes out, the gas will still be on.
- In case of gas odor, turn off all burners, shut off the gas switch and call the Fairgrounds Staff immediately (970) 641-8561.
- Please do not use aluminum foil in the oven.
- Only use a soft cloth and approved cleaners for Stainless Steel exterior cleaning after each use.
- Steam table for hot holding
  - Each well must be filled with four (4) quarts of water. Do not overfill and do not operate the equipment dry.
  - Set heat controls to the maximum heat level and preheat the water wells by covering the wells with empty food containers or covers for sixty (60) minutes prior to use. Once the holding unit is preheated, place hot food in the containers. Please do not overfill hot food containers.
  - Set heat control to 135 degrees. Food must be held at 135 degrees or above, so please do not use the hot holding equipment to reheat or cook food.
  - Check the water level every two to three (2-3) hours and fill with hot water, if necessary.
  - Be sure all units are cooled prior to cleaning. Drain the water wells and wipe the entire interior of each pan. Only use a soft cloth and approved cleaners for Stainless Steel.
- Please contact the Fairgrounds office to arrange training prior to the use of special equipment.

## 6. Fee Schedule

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval. All policies are subject to amendment. Refer to the Gunnison County website ([www.GunnisonCounty.org/Policies](http://www.GunnisonCounty.org/Policies)) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. A “full day” is between the hours of 7:00 AM to 11:00 PM.

### 6.1 Full Facility

Full Facility rental includes all facilities including the entirety of the indoor rooms, kitchen and/or all arenas, grand stands, parking lot, stalls and camper hookups.

Event Type	Fee Per Day	Deposit
Commercial Ticketed events full day	\$1500	\$1000
Standard Full Day	\$1000	\$1000
Specialty Events requiring extra staff setup	\$1500	\$1000

### 6.2 Halls

All hall fees are based on expected population served at date serviced and rented for entirety of date.

#### a) Esty Room

Number of People	Fee Per Day	Deposit
Between 0-40 People	\$125	\$200
Between 41-150 People	\$270	\$200
Between 150-400 People	\$345	\$200

#### b) Van Tuyl Room

Number of People	Fee Per Day	Deposit
Up to 100 People	\$130	\$150
Between 100-220 People	\$200	\$150

#### c) Hartman Room

Number of People	Fee Per Day	Deposit
Up to 50 People	\$120	\$70

#### d) McDonough Room

Number of People	Fee Per Day	Deposit
Up to 35 People	\$60	\$50

#### e) Miscellaneous

Items	Fee Per Day	Deposit
-------	-------------	---------

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

Alcohol Permit	\$90	N/A
Dance Floor	\$100	N/A
Portable Stage	\$30	N/A
LCD Projector	\$10	N/A
Sound Equipment	\$10	N/A
Podium	\$4	N/A

### 6.3 Commercial Kitchen

Kitchen fee is for the entirety of the date reserved.

Event Type	Fee Per Day	Deposit
Kitchen Rental	\$75	\$40

### 6.4 Arenas

Both the outdoor arena and warm up arena are prepared for each event at the beginning of the event/rental time. There is a flat fee of \$75 for a midday arena working. There is a \$50 an hour for staff to be on hand and operate a tractor and drag between runs for barrel racing competitions or other events that require repeated workings.

Event Type	Fee Per ____	Deposit
Arena Card	\$25 Per Person (Max \$100 per family)	
Daily Rental	\$200 per Day	\$100
Season Fee (2.1C)	\$900 per Day of Week	

### 6.5 Grounds

#### a) Covered Pavilion

Covered Pavilion is a 50'x80' covered area adjoined to the Esty Room. Area does not include Tables or Chairs.

Event Type	Fee Per Day	Deposit
Regular Use	\$75	\$50

#### b) R/V Sites

RV sites at the Fairgrounds are not intended for long-term use, but rather are intended as a temporary convenience for event attendees and those passing through the area, especially those with livestock. The Fairgrounds Manager may refuse any RV site rental for any lawful reason. All RV users must provide current registration and insurance on all vehicles. Amenities include electric hookups, water to fill available, and restrooms with showers. The maximum stay is fourteen (14) days per calendar month, if facilities are available.

Use Type	Fee Per Day	Deposit
Nightly Rate	\$25	

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

Water Fill \$5

**c) Stalls/Pens**

A stall agreement must be signed for all stall and pen rentals. The maximum stay is fourteen (14) days per calendar month. Stalls must be cleaned down to the dirt. If a stall is not cleaned, a cleaning charge will be assessed.

<b>Use Type</b>	<b>Fee Per Day</b>	<b>Deposit</b>
Night	\$20 per Night	N/A

**d) Additional facilities, equipment, and services.**

Additional services may be available on a case by case basis and depending on staff, equipment, and facility availability. For a complete listing of Additional Services & Incidental Fees, see Section 1.4, paragraph c. and d.

For more information please check with the Fairgrounds office at (970) 641-8561.



<b>Policy Name:</b>	Authority and Use of the Fred R. Field Western Heritage Center		<b>Policy Number:</b>	5.2.4
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Initial Adoption Document</b>	Resolution #2019-23
<b>Date of Initial Adoption:</b>	11/5/2019	<b>Initial Effective Date:</b>	1/1/2020	<b>Policy Custodian:</b> Fairgrounds Manager
<b>Last Review / Revision Date:</b>	2/1/2022	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b> 2/1/2023

**PURPOSE**

The Board of County Commissioners of Gunnison County (the "Board") owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the "Center"). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

**SCOPE**

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

**DEFINITIONS**

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

**POLICY STATEMENTS**

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

Scheduling.

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

Use:

1. All users will be required to sign a user's contract (see attached) prior to Center use.
2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.

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

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

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

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

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

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

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

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



**Fees:**

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

<b>Area/Room</b>	<b>Description</b>	<b>Daily Fee (unless noted)</b>	<b>Additional Information</b>
McDonough Room	Small conference room downstairs, 24' x 24', seats 35.	\$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34' x 57', seats 50.	\$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multi-purpose room, 50' x 80', seats 220.	\$85 for up to 150 people. \$116 for up 151-220 people.	
Esty Room	Rubber-floored multi-purpose room, 125' x 80', seats 400.	\$74 for up to 40 people. \$158 for 51-150 people. \$200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	\$40	
Outside Arena and Pavilion		\$110 (arena will be watered before event and worked with drag each morning), plus \$50 for midday working and \$46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		\$1,000	Mud races
		\$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		\$25 annually	Use by individuals.
Pavilion Only	50' x 80'	\$50	
Vehicle Parking Only	Approximately 10 acres.	\$30 per vehicle if camping with access to electric; \$25 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.
Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	\$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.

Alcohol	Serving and/or selling alcohol anywhere on Center property.	\$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	\$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various configurations.	\$10	
LCD Projector		\$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	\$10	
Podium	Standing and table-top options.	\$4	

**Serving Alcohol:**

Alcoholic beverages may be served, but NOT SOLD, at the Center when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk’s Office at 970-641-8080. A written request describing the event must be submitted for approval at least 72 hours prior to the event to ~~Facilities Manager Jim Hoock~~ ~~Deputy County Manager Marlene Crosby~~ or designated staff member at ~~195 Basin Park Drive~~ 200 E. Virginia Avenue, Gunnison Colorado 81230. The request must include the following information or it will not be processed:

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

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

**Selling Alcohol:**

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

A written request describing the event must also be submitted for approval at least 72 hours prior to the event to ~~Facilities Manager Jim Hoock~~ ~~Deputy County Manager Marlene Crosby~~ or designated staff member at ~~195 Basin Park Drive~~ 200 E. Virginia Avenue, Gunnison Colorado 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:

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

**COMPLIANCE**

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

**APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.
3. C.R.S. 24-10-101, *et seq.* Governmental immunity.

4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

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

---

**Agenda Item:** A Resolution Setting Forth a Revised Kebler Pass W

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This resolution clarifies the County's operation of the Kebler Pass Winter Trailhead Parking Permit and Day-Use Parking lots. The primary goal is clarity and consistency for all users, so it primarily maintains the status quo for the Trailhead with legal language improvements.

**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: 9/26/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 9/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/25/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 10/1/2024

---

## MEMORANDUM

**TO:** BOCC and Matthew Birnie  
**FROM:** Martin Schmidt, Assistant County Manager for Public Works  
**DATE:** October 1, 2024  
**SUBJECT:** Kebler Pass Trailhead Parking Reassessment

This second memo is to provide clarity from the Work session on 8/13/24 based on questions from the public.

### **Staff Recommendation:**

The staff recommendation remains the same for the 2024-2025 season: two (2) permits are offered per qualifying residential property until no spots are available. With a parking permit, the following will be made available: up to five (5) snowmobile tags per property. Staff is recommending no trailer tags be issued. Permits will only be issued for the specific area from the Winter Trailhead, heading west to the Beckwith Mountain Drainage (near Horse Ranch Park), the Bracken Creek Drainage and including the Coal Creek Drainage, and allows for the maximum number of occupied residences in the area to be served (map attached). Permits will be issued on a first-come, first-served basis starting **October 29, 2024 at 8 am**. Ticketing and towing will begin on December 2<sup>nd</sup>, 2024.

### **Plow day Parking for permitted users:**

Staff will communicate directly with permittees to coordinate a location for alternate parking for the 24 hours prior to plowing of the overnight lot. Communication about plowing the overnight lot will continue to be sent 48 hours prior to plowing to allow residents to move their vehicles. Staff is anticipating new software that would allow alerts via text and email, but it has not been activated for this use yet. It may come online during this winter.

### **Stakeholder Meeting:**

Staff and stakeholders have identified the need for a series of meetings beginning in the spring of 2025 to discuss the previous winter and process moving forward. The land exchange has changed the possibilities at the trailhead and now that it has actually been executed additional discussions are warranted. These meetings will be public and allow for problem solving and idea exchanges. The notices for the meetings will be sent to all permittees.

**Appendix A**

**Graduated Spot Fees:**

Staff performed an analysis of the effect that a graduated fee structure would have on users of the overnight lot. The following was the output:

<b>Avg purchase 21-23</b>	
1 spot	2 spot
10	22
17.9%	82.1%

<b>Historic Permit Revenue</b>	
56 spots	56
2020	\$6,750
2021	\$7,000
2022	\$7,000
2023	\$10,200
Actual cost	\$18,466

<b>Using \$300 proposed</b>	
Spot cost	\$300
56 Spot rev	\$16,800
Cost for 2	\$600

<b>Using average</b>	
1st spot cost	\$200
2nd spot cost	\$465
1st spot rev	\$6,400
2 spot rev	\$10,385
Revenue	\$16,785
Cost for 2	\$665

<b>Using average</b>	
1st spot cost	\$150
2nd spot cost	\$535
1st spot rev	\$4,800
2 spot rev	\$11,948
Revenue	\$16,748
Cost for 2	\$685

<b>Using just 2023</b>	
1st spot cost	\$200
2nd spot cost	\$530
1st spot rev	\$6,200
2 spot rev	\$10,600
Revenue	\$16,800
Cost for 2	\$730

<b>Using just 2023</b>	
1st spot cost	\$150
2nd spot cost	\$605
1st spot rev	\$4,650
2 spot rev	\$12,100
Revenue	\$16,750
Cost for 2	\$755

<b>Using 2024 projection</b>	
1st spot cost	\$200
2nd spot cost	\$480
1st spot rev	\$7,200
2 spot rev	\$9,600
Revenue	\$16,800
Cost for 2	\$680

<b>Using 2024 projection</b>	
1st spot cost	\$150
2nd spot cost	\$570
1st spot rev	\$5,400
2 spot rev	\$11,400
Revenue	\$16,800
Cost for 2	\$720

<b>2024 Projection</b>	
#tags	56
1 spot	2 spot
16	20
29%	71%

It is clear that the preference is for 2 spots. This breakdown shows that any cost progression causes the total cost for 2 spots to increase in order to provide similar revenues.

**Fee Breakdown:**

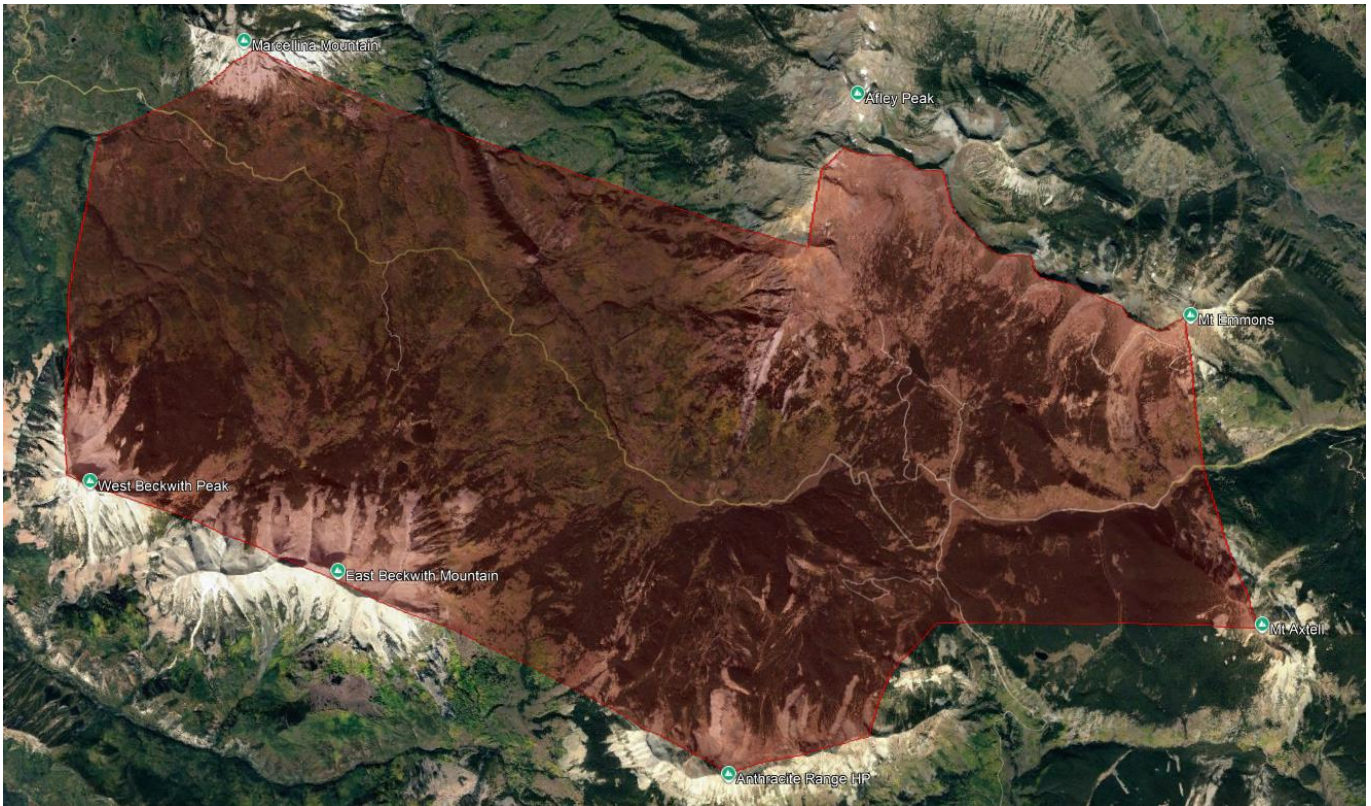
A more detailed fee breakdown was requested. This list represents the costs of the overnight lot.

Data for 6 winter seasons	
Signing - SI05 Total	\$4,679
Shouldering - RM26 Total	\$1,405
R-O-W Maintenance Total	\$1,409
R-O-W Maintenance - SI04 Total	\$922
Sanding and/or Plowing Total	\$435
Plowing Total	\$39,845
Misc Snow/Ice Total	\$69
General Maintenance Total	\$10,653
Drainage - SI03 Total	\$902
Check Roads - SI11 Total	\$5,090
Admin Total	\$25,325
<b>Total</b>	<b>\$90,735</b>

Build Trailhead Total	\$66,869
20-year mortgage	\$3,343 per year
<b>Average Annual Cost</b>	<b>\$18,465.88</b>
<b>Per spot cost</b>	<b>\$329.75</b>



Parking Lot Organization Plan.



Updated Geographic Boundary Map that more accurately follows the verbiage in the memo.



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

**RESOLUTION NO: 24-\_\_\_\_**

**A RESOLUTION SETTING FORTH A REVISED *KEBLER PASS WINTER TRAILHEAD MANAGEMENT PLAN AND PERMITTING SYSTEM* DUE TO THE MT. EMMONS LAND EXCHANGE AND TO REGULATE USE OF SNOWMOBILES AND OVER-THE-SNOW VEHICLES AT THE KEBLER PASS TRAILHEAD**

WHEREAS, Gunnison County previously administered a winter trailhead parking area(s) adjacent to and part of County Road 12 (a/k/a Kebler Pass Road) pursuant to an easement granted to the County by the United States on September 5, 1979;

WHEREAS, on or about August 23, 2024, Mt. Emmons Mining Company, through a land exchange with the United States Forest Service, received a portion of County Road 12 and the adjacent winter trailhead parking area(s) (“Kebler Pass Trailhead”), and Mt. Emmons Mining Company contemporaneously deeded this portion of the aforementioned road and parking area(s) to Gunnison County, thereby rendering them County property under the County’s jurisdiction and control;

WHEREAS, in order for the land exchange to satisfy federal policy and regulation, Gunnison County has issued parking permits for the Kebler Pass Trailhead containing terms and conditions substantially similar to those permits issued by the United States Forest Service: CB Motor Sports Inc. (USFS Permit No. GUN1313); Action Adventures, LLC (USFS Permit No. GUN1336); Colorado Adventure Rentals (USFS Permit No. GUN1522); Burt Rentals, LLC (USFS Permit No. GUN1337); Colorado Backcountry LLC (USFS Permit No. GUN1391); Irwin Backcountry Guides LLC (USFS Permit No. GUN1396); Gunnison County Sno Trackers (USFS Permit No. GUN1512);

WHEREAS, historically users have experienced issues with parking availability at the Kebler Pass Trailhead during the winter season;

WHEREAS, on November 14, 2014, this matter was brought to the attention of the Board of County Commissioners of the County of Gunnison, Colorado (“Board”);

WHEREAS, pursuant to Col. Rev. Stat. § 18-9-117, the Board has the authority to adopt rules and regulations for the administration, protection and maintenance of public buildings and property including:

1. Restriction or limitation of the use of such public property as to time, manner, or permitted activities; and
2. Use of all vehicles as to place, time and manner of use;

WHEREAS, C.R.S. § 33-14-101(11) defines a “snowmobile” as a “self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats”;

WHEREAS, the Board has the authority pursuant to C.R.S. § 33-14-118 to regulate the use of snowmobiles on public lands, waters and property under Gunnison County’s jurisdiction and on public roads and highways within County boundaries;

WHEREAS, pursuant to C.R.S. § 33-14-119, every peace officer of the State of Colorado and the political subdivisions of Colorado shall have the authority to enforce the provisions of a resolution adopted pursuant to C.R.S. § 33-14-118;

WHEREAS, C.R.S. § 42-4-106(3)(d)(II) permits the County, when snow-packed conditions exist or otherwise during a seasonal period on Kebler Pass Road, designate all or a portion of Kebler Pass Road for over-snow use only and to place restrictions on such over-snow use;

WHEREAS, C.R.S. § 42-4-106(3)(d)(III) defines “over-snow use” as “travel on top of snow by human-powered or animal-powered means or by an off-highway vehicle [“OHV”] that is primarily designed or altered for use over snow and runs without tires on a continuous belt track or on one or more skis while in use over snow”;

WHEREAS, pursuant to C.R.S. § 42-4-106(8)(a), a violation of County restrictions on a County Road regarding over the snow use constitutes a class B traffic infraction;

WHEREAS, C.R.S. § 42-4-1803 provides that “[n]o person shall abandon any motor vehicle upon public property”;

WHEREAS, C.R.S. § 42-4-1803 empowers law enforcement and other public officials to move or cause to move any vehicle or trailer that obstructs a public road in order to eliminate any such obstruction;

WHEREAS, after conducting public meeting(s) and receiving public comments, the Board approved a policy for the *Kebler Pass Winter Trailhead Management Plan Permitting System* which is set forth in the October 1, 2024 Memorandum attached hereto and incorporated herein by reference as Appendix “A”;

WHEREAS, the Board has agreed to continue, with modifications due to the land exchange, the *Kebler Pass Winter Trailhead Management Plan Permitting System*;

NOW THEREFORE BE IT RESOLVED that the Board wishes to reaffirm and ratify the continuance of the *Kebler Pass Winter Trailhead Management Plan Permitting System* as follows:

1. For purposes of this Resolution:

- a. "Property Owner" means a person that has a legal, beneficial, or equitable interest in residential real property subject to C.R.S. § 38-13-102 ("Property").
- b. "Property" further means property that is:
  1. Complies with all Federal, State, and Gunnison County regulations, including but not limited to the County's Land Use Resolution, applicable Building and Onsite Wastewater Treatment System Codes, and remains in compliance during the entire term of the Property Owner's permit;
  2. Fit for human occupation throughout the winter season;
  3. Not the subject of, nor becomes the subject of during the term of the Property Owner's permit, any Notice of Violation, Stop Work Order, or other regulatory or civil action in relation to Federal, State or County law or regulation; and
  4. Located within the applicable geographic area bounded by the Bracken Creek Drainage and the Coal Creek Drainage and the Splain's Gulch Drainage (including the Floresta townsite plat) where there is only over-the-snow access to the subject property during the winter months. Such applicable area is generally described by the map set forth on page 4 in the memorandum attached to this Resolution as Appendix A.

2. Certain Currently Permitted Commercial Parking Due to Mt. Emmons Land Exchange. The rules governing parking for the following commercial entities shall be set forth in such entities' respective permits and this Resolution. Should any conflict exist between the provisions of this Resolution any entities' respective permit, the express terms of said permit shall control. Such entities are as follows:

- a. CB Motor Sports Inc.;
- b. Action Adventures, LLC;
- c. Colorado Adventure Rentals;
- d. Burt Rentals, LLC;
- e. Colorado Backcountry, LLC;
- f. Irwin Backcountry Guides LLC; and
- g. Gunnison County Sno Trackers.

Upon expiration of the foregoing entities' current permits, the terms of this Resolution, any future resolution on this subject matter, and any new permit issued by Gunnison County shall control. For the avoidance of doubt, nothing in the foregoing entities' permits provides any such entity any right, privilege or entitlement beyond the express terms of their respective permits.

3. Other Commercial Parking: All commercial entities that receive a commercial parking permit from Gunnison County, including but not limited to the foregoing, shall:

- a. obtain a permit from Gunnison County prior to using the Kebler Pass Trailhead for commercial operations or purposes;
- b. Submit a work plan to Gunnison County that contains at least the following:
  - i. A description of the permittee's commercial operation;
  - ii. Information setting forth estimated use; total days and quantities of users;
  - iii. A Safety Plan;
  - iv. A Resource Protection Plan that addresses, at a minimum:
    - 1. Latrines
    - 2. Trash or refuse
    - 3. Trailhead etiquette and interaction with other users; and
    - 4. Leave No Trace ethics
  - v. Insurance covering the operations of the permittee during the term of the permit.;
- c. Display a logo or other commercial business or company identification on any vehicle(s) or trailer used pursuant to the operator's permit;
- d. Display a copy of the entity's permit in the dashboard or other visible area;
- e. Park only in those designated commercial parking spots set forth in the map and vertical signage provided by Gunnison County; and
- f. Comply with all applicable Federal, State and local laws and regulations related to their use of the Kebler Pass Trailhead.
- g. Acquisition of a permit for operations from another Federal or State agency does not automatically guarantee that a County Commercial Parking Permit shall be issued.

4. Property Owner Parking: The following requirements and restrictions shall apply to Property Owners:

a. Property Owners shall obtain a permit from Gunnison County for a fee set by the Board, which for the 2024-25 season shall be as set forth in the Memorandum attached as Appendix A to this Resolution. Such fee may be adjusted in future seasons by duly adopted motion of the Board or amendment of this Resolution.

b. Each Property Owner may obtain no more than two (2) annual vehicle permits per Property Such permits will allow for overnight parking of a motor vehicle in a specified area of the Kebler Pass Trailhead, designated by a map provided by and vertical signage installed by the County. Such quantity may be adjusted in future seasons by duly adopted motion of the Board or amendment of this

Resolution.

c. Each Property Owner may obtain no more than five (5) annual vehicle permits per Property. Such permits will allow for overnight parking of an over-the-snow vehicle in a specified area of the unplowed portion of the Kebler Pass Trailhead, designated by a map provided by the County. Such quantity may be adjusted in future seasons by duly adopted motion of the Board or amendment of this Resolution.

d. Property Owners shall display the permits in the locations designated by Public Works at all times the overnight parking is in use by any private vehicle. Failure to properly display the permits may result in warnings, tickets, or removal of the vehicle at the sole expense of the owner.

e. Property Owners are prohibited from parking trailers overnight at the Kebler Pass Trailhead, including but not limited to parking trailers in either of the permitted spaces.

f. Property Owners shall comply with all applicable Federal, State and local laws and regulations related to their use of the Kebler Pass Trailhead.

g. The County reserves the right to suspend or revoke any Property Owner permit where the Property is the subject of any regulatory, administrative or civil action regarding the Property's compliance with any Federal, state or County law or regulation.

5. Public Day Use Parking: Parking at the Kebler Pass Trailhead not otherwise reserved for commercial or Property Owner permittees may be used by the public as follows:

a. Member of the public may employ any space not otherwise designated for commercial or Property Owner use. The County shall designate such spaces on a map and on vertical signage located at the Kebler Pass Trailhead.

b. Public parking is for day use only. Overnight public parking is prohibited.

c. The public may park vehicles with trailers for day use in either designated areas at the Kebler Pass Trailhead, or along Kebler Pass Road so long as such parking complies with federal, state and county regulations, including but not limited to the Gunnison County Uniform Traffic Code.

d. Members of the public shall comply with all applicable Federal, State and local laws and regulations related to their use of the Kebler Pass Trailhead.

6. Snowmobiles and over-the-snow OHVs: Use of snowmobiles and OHVs designed or outfitted for over-the-snow use is permitted at the Kebler Pass Trailhead, with

the following restrictions:

a. Snowmobiles and OHVs are not permitted on that portion of the Kebler Pass Road open to vehicular travel during the winter season.

b. Due to potential interference with plowing operations and the safety of the public, Snowmobiles and OHVs shall be offloaded from any motor vehicle or trailer only within the boundaries of the Kebler Pass Trailhead and may not be offloaded at any parking space along Kebler Pass Road.

c. Use of Snowmobiles and OHVs and other over-the-snow vehicles at the Kebler Pass Trailhead shall carry all licenses or permits necessary under State and Federal law, and use of such vehicles shall comply with all Federal, State, and County law and regulations, including but not limited to those rules set forth in this Resolution.

7. Except as expressly set forth in this Resolution, the County reserves the right to suspend or revoke any permit issued pursuant to this Resolution for any reason, or no reason at all.

8. Any vehicle that fails to comply with the foregoing regulations may be deemed to be abandoned, or otherwise deemed to create an obstruction of a County Road, and towed or moved to the fullest extent permitted by law in order to address any abandonment or eliminate any obstruction.

9. This Resolution repeals and replaces all prior resolutions regarding this subject matter, including but not limited to Resolution No. 18-09. Such repeal shall have no effect on any action taken pursuant to such prior resolutions.

10. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incidental third-party beneficiaries.

11. All orders, instructions, motions and resolutions, or parts thereof, expressly inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This Resolution shall not be construed to revive or revise any motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

12. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or

unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

13. This Resolution shall take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the continued use of the *Kebler Pass Winter Trailhead Management Plan Permitting System* shall be and hereby is reaffirmed and ratified until a further resolution is adopted by the Board.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_ day of \_\_\_\_\_.

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