GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, January 7, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf Club & Country Club; 12/31/2024 to 12/31/2025
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
    1. December 17, 2024 Regular Meeting
    2. December 20, 2024 Special 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. Acknowledgement of County Manager's Signature; Agreement for Continuing Disclosure Services by and between Gunnison County, Colorado and HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc; Finance; 2025
    2. Acknowledgement of County Manager's Signature; Professional Services Agreement; Adena Corporation; Facilities; 12/18/2024 to 12/31/2025; $6,120
    3. Acknowledgement; Option Letter #6; CSBG-24-026; 1/1/2024 to 9/30/2027; $17,100
    4. Grant Application; 2025 Emergency Management Performance Grant – Local Emergency Management Support; Emergency Management; Estimated Award $55,000; 50% Match
    5. Grant Agreement Amendment #1; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2024 to 9/30/2025; $75,000
    6. Amendment No. 7 to Community Integration Agreement MR321782; Health and Human Services; 1/7/2025 to 12/31/2025; $33,000
    7. Professional Services Agreement; Western Colorado University; Juvenile Services; 1/7/2024 to 10/22/2029; $28,000
    8. Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County; Finance; 1/1/2025 to 12/31/2025; $600,515
    9. Professional Services Agreement; Robert Whiting; Juvenile Services; 10/1/2024 to 9/30/2025; $46,800
    10. Amendment #2; 24-HTZ-ZL-00208; Juvenile Services; 10/1/2024 to 9/30/2025; $134,405.30
    11. Grant Award Letter; Public Building Electrification Grant Program; Facilities; $500,000
    12. Contract Amendment #5; 2021CMIP026; Health and Human Services; 7/1/2020 to 6/20/2025; $20,156.40
    13. Fourth Amendment and Restated Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority; 2025; $245,500
    14. Business Associate Agreement with Pharmacy Services Agreement; True RX; Human Resources; 1/1/2025 to 12/31/2025
    15. Professional Services Agreement; Sarah D. Elzay; Cheatgrass Coordinator; 1/15/2025 to 1/15/2026; $105,000
    16. Resolution; Adopting an Updated Schedule of Fees for the Gunnison County Public Works Department

*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.*

17. Ratification; Letter of Support; Colorado Opportunity Scholarship Initiative
18. Ratification; Letter of Support; Stirrup Bar Ranch
19. Agreement for Consulting Services; Gunnison Conservation District; Community Development; 1/1/2025 to 12/31/2025; $12,000
20. Grant Application; RFA #LAAA 2025*01; Youth Mental Health and Wellbeing Challenge Grant; Juvenile Services; 2025 to 2027; $736,606
21. Professional Services Agreement; Abby Johnson; Juvenile Services; 9/1/2024 to 8/31/2025; $4,200

8:35 am

- County Manager's Reports

8:40 am

- Executive Session, pursuant to C.R.S. §§ 24-6-402(4)(b), (4)(e)(I): Conferences with County Attorney(s) to receive legal advice regarding In re McCloud Placer, No. 2024CV030004; McCloud Placer v. Gunnison Cnty. Bd. of Cnty. Cmrs., No. 2024CV030031, McCloud Placer v. Gunnison Cnty. Bd. of Cnty. Cmrs., No. 2024CV30002, to determine positions relative to matters that may be subject to negotiations related to the foregoing matters, developing strategy for negotiations, and instructing negotiators.
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://gunnisoncounty-org.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: Alcohol Beverage License #05-07972-0000; Gunnison

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Renewal for Gunnison Golf Club Inc

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE 05-07972-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises with optional County consumption in the County of Gunnison, Colorado.

GUNNISON GOLF CLUB INC
DBA DOS RIOS GOLF & COUNTRY CLUB
501 CAMINO DEL RIO
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 12.31.2024 – 12.31.2025

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Gunnison County Clerk Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

GUNNISON GOLF CLUB, INC
dba DOS RIOS GOLF & COUNTRY CLUB
501 CAMINO DEL RIO
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-07972-0000	**December 31, 2025**
License Type: **HOTEL & RESTAURANT / OPTIONAL (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 12/23/2024 KWL

Michelle Stone-Principato, Division Director

Heidi Humphreys, Executive Director

APPLICANT ID: 213524

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

DOS RIOS GOLF & COUNTRY CLUB
PO BOX 86
Gunnison CO 81230-0086

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X 1	$ 100
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 850

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
GUNNISON GOLF CLUB, INC

Doing Business As Name (DBA)
DOS RIOS GOLF & COUNTRY CLUB

Liquor License Number
05-07972-0000

License Type
Hotel & Restaurant / Optional (county)

Sales Tax License Number
05079720000

Expiration Date
12/31/2024

Due Date
11/16/2024

Business Address

Street Address
501 CAMINO DEL RIO

Phone Number
9706411482

City, State, ZIP Code
Gunnison CO 81230

Mailing Address

Street Address
PO BOX 86

City, State, ZIP Code
Gunnison CO 81230-0086

Email
INFO@DOSRIOSGOLFCLUB.ORG

Operating Manager
BRIAN TURNER

Date of Birth
7/31/73

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ● No

   If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ○ Yes ● No

   If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ○ Yes ● No

   If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business: BRIAN TURNER

Title: GM.

Signature: Brian Turner

Date (MM/DD/YY): 11/30/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For: Gunnison County

Title: Gunnison County Clerk

Attest

Signature: Kathy Semmlion

Date (MM/DD/YY): 12-18-2024

APPLICANT ID: 213524

Home Address

Street Address		Phone Number
PO Box 2134		970 275 3508
City	**State**	**ZIP Code**
CRESTED Butte CO	CO	81224

1. Do you have legal possession of the premises at the street address? ..... (X) Yes ( ) No

   Are the premises owned or rented? (X) Owned ( ) Rented*

   *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ( ) Yes (X) No

   If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? ..... ( ) Yes (X) No

   (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

   If selecting 'Yes', an additional $11.00 is required to renew the permit.

   If so, which are you renewing? ..... ( ) Delivery ( ) Takeout ( ) Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ( ) Yes (X) No

   Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ( ) Yes (X) No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... (●) Yes ( ) No

   If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

APPLICANT ID: 213524

Name (Individual/Business)

GUNNISON GOLF CLUB, INC.

Social Security Number/Tax Identification Number

84-0586514

Home Phone Number

9706411482

Business/Work Phone Number

Street Address

501 CAMINO DEL RIO PO BOX 86

City

GUNNISON

State

CO

ZIP Code

81230

Printed name of person signing on behalf of the Applicant/Licensee

Helen DARCY

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Helen Darcy - accountant

Date Signed

11/30/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Dos Rios Golf Club

DEC 18 2024

December 17, 2022

Dos Rios Golf Club had the following changes on the Board of Directors September 4, 2024

Remove from the liquor license,

Denise Mayfield and Nick Spallone and ADD Jim Johnson and Scott Arnold and Jon Schumacher

Respectfully submitted

Jo Darcy

Jo Darcy

Accounting Manager

970-641-1482

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 12/17/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT BOCC Minutes; 12/17/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 17, 2024

The December 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
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

PULLED: GUNNISON COUNTY HOUSING AUTHORITY RESOLUTION NO. 2024-004; A RESOLUTION AUTHORIZING THE ISSUANCE OF THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT), SERIES 2025, IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $125,000,000; APPROVING AN INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CONTINUING DISCLOSURE AGREEMENT, DEED OF TRUST, AND PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH; AND AUTHORIZING ALL RELATED ACTIONS IN CONNECTION THEREWITH

PULLED: GUNNISON COUNTY HOUSING AUTHORITY RESOLUTION NO. 2024-005; RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION

Commissioner Houck pulled both items for the Gunnison County Housing Authority and stated there will not be a Gunnison County Housing Authority meeting in order to make sure everything is correct financially before proceeding.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

AGENDA REVIEW: Commissioner Houck pulled the next item, otherwise, there were no changes.

PULLED: A RESOLUTION AUTHORIZING AND DIRECTING ACTIONS BY THE COUNTY MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROPRIATION OF FUNDS FOR THE REPLENISHMENT OF A RESERVE FUND HELD BY UMB BANK, N.A. RELATING TO THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE PROJECT), SERIES 2024

Commissioner Houck pulled this item because it is toggled to the Gunnison County Housing Authority items that were also pulled.

MINUTES APPROVAL: **Moved** by Commissioner Smith seconded by Commissioner Puckett Daniels to approve the November 19, 2024 Regular Meeting, December 10, 2024 Special Meeting and December 12, 2024 Special Meeting with the changes as recommended. Motion carried unanimously.

1. 11/19/2024 Regular Meeting
2. 12/10/2024 Special Meeting
3. 12/12/2024 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Resolution Amending the Gunnison County Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
2. Acknowledgment of County Manager Signature; Professional Services Agreement; Alpha Building Solutions, LLC; Installation of a Culvert and Repair of Water, Wastewater, and Electric Lines at Shady Island River Park; 11/18/24 thru 12/31/24; Not to Exceed $30,000
3. Acknowledgment of County Manager Signature; Professional Services Agreement; Outbackjack, LLC, The Turd Herder; Replace Existing 2" Water Pipe at 275 S. Spruce Street, Gunnison; 11/19/24 thru 12/31/24; Not to Exceed $14,000
4. Acknowledgment of County Manager Signature; Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/25 thru 12/31/25; $315,000
5. Airport Services Agreement; Jackalope Services, LLC, dba Bethany J Montlary; Janitorial Services at the Gunnison-Crested Butte Regional Airport; 1/1/25 thru 12/31/25; Not to Exceed $80,000

6. Budget Justification Form; Gunnison County Substance Abuse Prevention Project; Colorado Department of Public Health and Environment; $257,647.85
7. Commercial Account Right of Entry Agreement; Charter Communications Operating, LLC
8. Grant Award Letter, Summary of Grant Award Terms and Conditions; Colorado Energy Office; $1,500,000 Grant; $2,681,242 Local Match
9. Prescription Consulting Services Agreement; EPLS, LLC; Prescription Drug Coverage; 1/1/25 thru 12/31/25
10. Letter of Support; Colorado Department of Higher Education; Colorado Opportunity Scholarship Initiative (COSI) – County Matching Scholarships
11. Law Enforcement Agreement; Town of Mt. Crested Butte; $168,405 First Year, then Increase Pursuant to the Consumer Price Index in Subsequent Years; $20,000 Additional Annually for First Four Years
12. Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2025; This Resolution Supersedes Resolution 23-29
13. National Association of County and City Health Officials (NACCHO) Budget Narrative; Reimagining Health and Public Safety Overdose Initiatives (RHAPSODI); 1/1/24 thru 8/31/25; $49,984
14. El Pomar Foundation General Grant Terms and Conditions; Gunnison County Substance Abuse Prevention Program; $35,000
15. US Department of Energy Agreement for Installation and Maintenance of Wells and Well Equipment, Gunnison, Colorado, Processing Site; Agreement Number DE-RO01-25LM70343
16. Grant Application; National Environmental Health Association (NEHA) and US Food and Drug Administration (FDA); Gunnison County Retail Food Program Standards; $70,500
17. Budget Justification for State of Colorado Department of Public Health and Environment Option Letters #1 and #2; Original Contract #2024*0222; 7/1/23 thru 6/30/25

CORRESPONDENCE; REQUEST FOR LETTER OF SUPPORT; STIRRUP BAR RANCH CONSERVATION EASEMENT NRCS-ACEP APPLICATION

Commissioner Houck introduced this letter. Commissioner Smith and Commissioner Puckett Daniels are in support. Commissioner Smith clarified there is not any monetary ask to which Commissioner Houck confirmed he hadn't heard anything. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the request the letter of support for the Stirrup Bar Ranch Conservation Easement. Motion carried unanimously.

COUNTY MANAGER'S REPORTS:

1. Whetstone – CM Birnie relayed they are continuing to work on financing.
2. Sawtooth Phase 2 – CM Birnie noted there have been some weather delays, but the March target date is still holding.

VOUCHERS AND TRANSFERS APPROVAL: Interim Finance Director Ana Canada presented the voucher approval report dated November 17, 2024 and the cash transfer authorization dated November 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report for $3,518,973.72. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer for $7,961,161.69. Motion carried unanimously.

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

REQUEST FOR MATCHING GRANT FUNDS; $20,000

CM Birnie introduced the ask of $20,000 from Somerset to bring their water treatment plant within compliance. Commissioner Puckett Daniels expressed her appreciation for the work happening to help Somerset be more sustainable. Commissioner Smith asked about the history and CM Birnie relayed the mine managed the water but is currently looking to close processes and responsibilities it no longer needs. CM Birnie expressed this situation is unique and not something normally done. ACM Schmidt commented he is comfortable with this ask to be able to sustainably manage their own system. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the application from Somerset Domestic Waterworks District for $20,000 as a match for the DOLA grant for their water treatment system. CM Birnie amended the motion to include the flexibility to use either 2024 or 2025 funds depending on what is timely for the grant. Motion carried unanimously.

REQUEST FOR FUNDING; CSU EXTENSION; $6,000 CSU Extension Director Hannah Cranor-Kersting was present for discussion.

Director Kersting stated they completed their third summer of virtual fencing studies, and discovered there are difficulties with terrain and finding a producer to which having a second tower would be beneficial. They had an intern for 2024 and have also applied to have an intern for 2025. Director Kersting stated that

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CSU Extension can produce $4,000 and is asking the County to come in with $6,000 to get the tower. Commissioner Smith stated she is in support and thinks this can be a beneficial technology to Gunnison County. Commissioner Puckett Daniels echoed Commissioner Smith's thoughts. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the request for funding through CSU Extension in the amount of $6,000 to be taken from our discretionary funding to support the obtainment of another tower for the Venture Virtual Fencing Trials and program that they are leading on. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS; GUNNISON VALLEY HEALTH BOARD OF TRUSTEES; TWO VACANCIES FOR FIVE-YEAR TERMS (2/1/2025 THRU 2/1/2030)

- List of Applicants:
    1. Bruce Alpern
    2. Monica Carter
    3. Janet Farmer
    4. Tracey Haas
    5. Nancy Houston
    6. Emily McMahill
    7. Steve Ogden
    8. Frank Stichter
    9. Pamela Taylor
    10. Karl Zachar

Commissioner Puckett Daniels reiterated the strong characteristics of each applicant. She would like to nominate Bruce Alpern and either Karl Zachar or Emily McMahill. Commissioner Smith agrees with retaining Bruce Alpern and would like to nominate Karl Zachar or Emily McMahill as well. Commissioner Houck agrees with returning Bruce Alpern and nominating Emily McMahill. After some discussion, it was decided to reappoint Bruce Alpern and appoint Emily McMahill. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to reappoint Bruce Alpern to the Gunnison Valley Hospital Board of Trustees and also appoint Emily McMahill. Motion carried unanimously.

RESOLUTION REPEALING RESOLUTION NO: 2021-28 AND ADOPTING THE 2024 GUNNISON COUNTY, COLORADO EMERGENCY OPERATIONS PLAN Emergency Manager Scott Morrill, Deputy Emergency Manager Ryan White, and Deputy Emergency Manager Lisa Bickford were present for discussion.

EM Morrill noted there were no major changes to the plan, but they didn't have a public meeting as usual. However, they did put it out for two weeks using various means such as social media and the newspaper. Deputy EM Bickford noted they received good feedback for updates to the plan. EM Morrill expressed they scored very high in the scoring matrix the State Office Management uses. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-51 repealing Resolution 2021-28 and adopting for Gunnison County Colorado Emergency Operations Plan. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Chair's signature on the Colorado Emergency Operations Plan update for 2024. Motion carried unanimously.

RESOLUTION OPTING OUT OF ADOPTING GRAYWATER REGULATIONS Environmental Health Official Crystal Lambert and Assistant County Attorney Sammy Obaid were present for discussion.

EHO Lambert noted Counties are able to choose whether to allow Graywater Regulations or not. She relayed there were two bills effective January 1, 2025. The Environmental Health Board also put in their input and comments on it. Commissioner Houck confirmed this resolution is not final and it can be revisited if needed. Commissioner Smith asked if there has been community demand to which EHO Lambert clarified that once regulations are explained there has not been any requests. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-52 Opting Out of Graywater Regulations. Motion carried unanimously.

SUBDIVISION EXEMPTION REQUEST; HOTCHKISS RANCHES, INC; LUC-24-00049 Planner Rachel Blondy was present for discussion.

Planner Blondy noted when the Colorado Department of Transportation (CDOT) put in Highway 133 it subdivided their parcel, however, it was not recorded through the County process. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the subdivision exemption request for LUC-24-00049 and authorize the Chair's signature on the plat. Motion carried unanimously.

SKYLAND LOT S86 PLAT CORRECTION; LUC-24-00042; PLAT CORRECTION AND REAFFIRMATION Planner Rachel Blondy and Attorney David Leinsdorf were present for discussion.

Planner Blondy noted this Boundary Line Adjustment came through previously and the name was incorrect. Attorney Leinsdorf confirms that nothing else has changed on the plat. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the plat correction and reaffirmation for LUC-24-00042 and authorize the Chair's signature on the plat. Motion carried unanimously.

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SUBDIVISION REQUEST; KUNES SUBDIVISION; LUC-24-00028; A RESOLUTION CONCERNING LUC-24-00028, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 3-LOT SUBDIVISION LOCATED AT THE PROPERTY COMMONLY DESCRIBED AS 127 EVELYN LANE, PARCEL NO. 3517-333-00-005 AND LEGALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 1 EAST OF THE N.M.P.M., GUNNISON COUNTY COLORADO. RECEPTION NO. 694245 Planner Rachel Blondy and James Kunes were present for discussion.

Planner Blondy relayed the Planning Commission's recommendation is to approve the subdivision request after having a public hearing. Commissioner Houck confirmed that an additional public hearing is not needed. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-53 for LUC-24-00028 and authorize the full Board's signature on that and also authorizing the Chair's signature on the plat. Motion carried unanimously.

DISCOUNT STORAGE EXPANSION OF COMMERCIAL USE; LUC-23-00032; A RESOLUTION APPROVING LUC-23-00032, A LAND USE CHANGE PERMIT APPLICATION FOR SKETCH PLAN REVIEW OF A MAJOR IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT DISCOUNT (AKA CENTENNIAL) STORAGE ON THE PARCEL OF LAND COMMONLY KNOWN AS PARCEL NO. 3701-250-06-008, 825 STATE HIGHWAY 135, GUNNISON, COLORADO; LEGALLY DESCRIBED AS LOT 3, FLYING RANCH SUBDIVISION, ACCORDING TO THE PLAT FILED SEPTEMBER 17, 2019 AT RECEPTION NO. 662373, COUNTY OF GUNNISON, COLORADO Planning Director Hillary Seminick and Esquire Michael O'Laughlin were present for discussion.

PD Seminick noted this is major impact application review which is an expansion of commercial use for Centennial Storage. She also stated Planning Commission's recommendation was to approve after the Joint Public Hearing and there was not significant public comment. PD Seminick relayed that there was a redline change to better reflect what it stated in the resolution. Commissioner Houck confirmed that there is no additional public hearing needed. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-54 a Resolution Approving the Land Use Change Permit Application for LUC-23-00032. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Crested Butte South Metropolitan District – Commissioner Puckett Daniels relayed she had a productive meeting with the President of the CB South Metropolitan District about road maintenance. She noted they were in agreement on the goal, but there was some debate on how to get there. Commissioner Puckett Daniels is recommending a potential joint work session to get clear communication with each other. Commissioner Houck expressed possibly talking with CM Birnie and the other departments beforehand. Commissioner Smith stated some concerns about if a work session is the best course or just a discussion with staff if the Board will not be needing to make any decisions. Commissioner Puckett Daniels relayed there will potentially be an Intergovernmental Agreement coming. CA Hoyt clarified there is an agreement that will expire on December 31, 2025.
2. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels has been doing some outreach into the community for their strategic plan moving forward and is currently engaged in conversation with Nick Catmur. She also relayed they are currently accepting letters of interest for the Stewardship Fund Grant.
3. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Puckett Daniels met with Colleen Hannon and Assistant County Manager for Public Works Martin Schmidt. They would like to put together a luncheon in early January with TPR representatives from around the valley to discuss goals.
4. Marble – The Head of the Marble School came with a request of a County match of $5,000 to help with a planning process to do construction improvements to the roof of the school to show local investment. Commissioner Houck expressed his questions regarding the property taxes they have access to as well as if there are other counties investing that also have kids in that school district. Commissioner Smith also expressed some concerns. Commissioner Puckett Daniels will bring these concerns back to Marble for more information.

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith attended a meeting last week on land use. There is some legislation around exemption of property taxes for religious institutions that have continuing conversations.
2. Colorado Opioid Abatement Council – Commissioner Smith will be meeting with the members to continue the requests and present a phased approach for the proposal for a statewide data infrastructure to enable analysis and modeling to different regions.

3. Gunnison Basin Sage-grouse Strategic Committee – Commissioner Smith relayed that tomorrow is their monthly meeting. Chair Nate Seward will be commuting in for his last meeting.
4. Cheatgrass Habitat Restoration Coordinator – Commissioner Smith noted they are finalizing the contract and the new coordinator is relocating here with family.
5. Bureau of Land Management (BLM) – Commissioner Smith stated that BLM Fire Management Specialist Brian Stevens is retiring.

Commissioner Houck:

1. Bureau of Land Management (BLM) – Commissioner Houck attended an outdoor recreation summit last Wednesday. He noted the relationship between BLM and Gunnison County.
2. Brandon Diamond – Commissioner Houck had a meeting with him to dive deeper into wildlife and habitat.

ADJOURN: Commissioner Houck adjourned the meeting at 10:23 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:23 am.

PROFESSIONAL SERVICES AGREEMENT; TOURISM AND PROSPERITY PARTNERSHIP; 2025 WORK PLAN; 1/1/2025-12/31/2025; $3,300,000

Commissioner Houck introduced this contract. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Professional Services Agreement with the Tourism and Prosperity Partnership for the 2025 work plan and authorize the Chair's signature on the contract. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 10:25 am.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:25 am.

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

1. Letter of Intent; Partnership between Delta County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
2. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; Delta County Board of Health; Effective 10/1/24
3. Letter of Intent; Partnership between San Miguel County, Ouray County and Gunnison County; Women, Infants, and Children Program; Colorado Department of Public Health and Environment
4. Intergovernmental Agreement, Inter-Agency Partnership for the Women, Infants, and Children Program; San Miguel and Ouray County Boards of Health; Effective 10/1/24

CLINICAL SERVICES AND PARENTING PROGRAMS PRESENTATION

Clinical Services Manager Shonna Gray overviewed the clinical services offered including immunization services, family planning (Title X) and Women's wellness clinic, communicable disease, harm reduction and substance use prevention as well as parenting programs which include parents as teachers, and a child maltreatment prevention plan.

Commissioner Smith mentioned her concerns with the Child Welfare Allocation Committee and the issues they have run into as well. She requested to have a staff member attend the meetings besides her to bring the small county perspective in.

VITAL RECORDS REVIEW

Administrative Services Supervisor Blair Burgess relayed vital records are crucial for legal, administrative, and historical documentation. She stated in 2022 there was an update to the vital records office and they have maintained compliance in that office. She provided graphs from 2018-2022 to compare to 2023 and noted they are on track to get the 2024 performance award in which they received a five star rating in 2022 and 2023.

CY 2025 MEETING PLANNING

ACM Reynolds noted she drafted a meeting schedule with the first being in March and will connect with the Commissioners.

ADJOURN: Commissioner Houck adjourned the meeting at 10:47 am.

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GUNNISON/HINSDALE BOARD OF HUMAN SERVICES MEETING:

- See Separate Minutes

_____
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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2024-49

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of $413,072 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $482,156 as detailed by account numbers on Appendix A attached.
2. Public Works Fund. The revenues are decreased in the amount of $100,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $204,230 as detailed by account numbers on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $64,179 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $61,301 as detailed by account numbers on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $254,820 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $423,386 as detailed by account numbers on Appendix A attached.
5. Sales Tax Fund. The expenditures are increased in the amount of $1,400,000 as detailed by account numbers on Appendix A attached.
6. Transportation Authority Fund. The revenues are increased in the amount of $191,300 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $932,256 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-27 and 2023-30 respectively - for Gunnison County for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein,

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to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Puckett Daniels, seconded by Smith, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-50

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES EFFECTIVE JANUARY 1, 2025

THIS RESOLUTION SUPERSEDES RESOLUTION 23-29

WHEREAS, the Gunnison County Landfill, also known as the Six Mile Lane Landfill ("Landfill") was established pursuant to Resolution No. 18, Series 1985; and

WHEREAS, the Solid Waste Fund is operated and funded through charges and fees for services at the Landfill site and sales of materials at the Gunnison County Recycling Center located at 195 Basin Park Drive; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, wants to adjust the charges and fees for the Landfill to better fund that operation and make it self-supporting; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of a County administered recycling program; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future closure and post-closure of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future Landfill expansion construction costs of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting costs associated with sage grouse mitigation; and

WHEREAS, a solid waste user fee shall be imposed in addition to all charges and fees specified herewith pursuant to Colorado Revised Statutes 25-16-104.5;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2025:

				Fee Distribution Per Unit					
Code	**Charge**	**Rate**		State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52501	Compacted	62.00	ton	1.30	17.60	3.04	11.53	4.86	23.67
52502	Clean Wood	62.00	ton		17.98	3.10	11.78	4.96	24.18
52503	Concrete<12" Diameter	62.00	ton		17.98	3.10	11.78	4.96	24.80
52504	Ground Construction Debris	62.00	ton	1.30	17.60	3.04	11.53	4.86	23.67
52505	Loose	85.00	ton	1.30	17.58	3.35	11.72	5.02	46.04
52510	Discount Carcass Disposal	38.50	ton	1.30	7.81	1.49	4.84	-	23.06
52511	Biosolids	87.00	ton	1.30	18.00	2.57	11.14	4.29	49.71
52512	Appliance	16.00	ea		2.88	-	-	-	13.12

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52513	Refrigerator/Freezer	32.00	ea		5.76	-	-	-	26.24
52514	Concrete>12" Diameter	87.00	ton		17.40	2.61	11.31	4.35	51.33
52515	Special Waste	39.00	ton	1.30	-	3.02	11.31	4.90	18.47
52516	Beneficial Use	31.00	ton		-	-	-	-	31.00
52517	Asbestos	318.00	ton	1.30	19.00	3.17	12.67	6.33	275.53
52518	Administration Fee	231.00	ea		-	-	-	-	231.00
52519	Minimum Charge	16.00	ea		-	-	-	-	16.00
52520	Untarped Load Penalty	155.00	ton		-	-	-	-	155.00
52521	Weight Slip	13.00	ea		-	-	-	-	13.00
52522	Failed Inspection	77.00	ea		-	-	-	-	77.00
52523	Ticket Copies	8.00	ea		-	-	-	-	8.00
52525	Mattress or Box Spring	32.00	ea		-	-	-	-	32.00
52540	Carcass Disposal	85.00	ton	1.30	17.58	3.35	10.88	-	51.89
52551	Special Waste - PCS	37.00	ton	1.30	-	2.86	10.71	4.64	17.49
52560	Tires-Passenger	13.00	ea		2.47	0.39	1.56	0.52	8.06
52561	Tires-Passenger w/Rim	20.00	ea		3.60	-	-	-	16.40
52570	Tires-Truck	20.00	ea		3.80	0.60	2.40	1.20	12.00
52571	Tires-Truck w/Rim	39.00	ea		7.02	-	-	-	31.98
52580	Tires-Loader	39.00	ea		7.41	1.17	4.68	1.95	23.79
52581	Tires-Loader w/Rim	77.00	ea		13.86	-	-	-	63.14
52590	Tire Rim	0.00	ea		-	-	-	-	-
52999	Assistance Fee	70.00	1/2 hr		-	-	-	-	70.00

BE IT FURTHER RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that, in the event of impairment of the scale, the following charges and fees are hereby established:

				Fee Distribution Per Unit					
Code	**Charge**	**Rate**		State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52601	**Compacted**	**23.00**	**yd**	0.39	6.56	1.13	4.30	1.81	8.82
52602	Clean Wood	19.00	yd		5.51	0.95	3.61	1.52	7.41
52603	Concrete<12" Diameter	39.00	yd		11.31	1.95	7.41	3.12	15.60
52604	Ground Construction Debris	114.00	yd	0.39	32.95	5.68	21.59	9.09	44.31
52605	**Loose**	**23.00**	**yd**	0.39	4.75	0.90	3.17	1.36	12.44
52610	Discount Carcass Disposal	23.00	yd	0.39	4.75	0.90	2.94	-	14.02
52611	Biosolids	23.00	yd	0.39	4.75	0.68	2.94	1.13	13.11
52614	Concrete>12" Diameter	45.00	yd		11.70	1.80	7.20	3.15	21.15
52615	Special Waste	23.00	yd	0.39	-	1.81	6.78	2.94	11.08

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52616	Beneficial Use	23.00	yd		-	-	-	-	23.00
52617	Asbestos	76.00	yd	0.39	4.54	0.76	3.02	1.51	65.78

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.

2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

BE IT FURTHER RESOLVED that the above fees amend and supersede any previous conflicting fees and shall remain in full force and effect until changed by resolution of the Board of County Commissioners.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2024-51

A RESOLUTION REPEALING RESOLUTION NO: 2021-28 AND ADOPTING THE 2024 GUNNISON COUNTY, COLORADO EMERGENCY OPERATIONS PLAN

WHEREAS, in the best interest of public health, safety and welfare of the citizens and visitors of Gunnison County, Colorado, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted an emergency operations plan through Resolution No: 2021-28, A Resolution Adopting the Gunnison County Emergency Operations Plan; and

WHEREAS, in order to address current operations, the emergency operations plan adopted in 2021 has been amended and updated and a new emergency operations plan has been drafted which is titled: Gunnison County, Colorado Emergency Operations Plan, dated Dec 17, 2024 ("2024 Emergency Operations Plan"); and

WHEREAS, the 2024 Emergency Operations Plan provides general guidelines and principles for managing and coordinating the overall response and recovery activities before, during and after major emergencies and disasters that affect unincorporated areas of Gunnison County, including incorporated areas of Gunnison County which have agreements with and/or rely on Gunnison County for the provision of emergency management assistance; and

WHEREAS, the 2024 Emergency Operations Plan also provides clarification and guidance on the National Incident Management System, concept of operations, designated roles and responsibilities, continuity of government and plan maintenance, training and exercises; and

WHEREAS, to more specifically address emergency support functions and operations, define types of disasters and the appropriate response procedures, and to identify other emergency support resources, there are annexes associated with and incorporated within the 2024 Emergency Operations Plan. The annexes may be updated independently of the 2024 Emergency Operations Plan in order to reflect changes in information, procedure and techniques; and

WHEREAS, the personnel, departments, agencies and other entities that have designated roles and responsibilities identified in the 2024 Emergency Operations Plan have accepted or, it is reasonable to anticipate, will accept said roles and responsibilities in Section 8 of the 2024 Emergency Operations Plan titled Organization and Assignment of Roles and Responsibilities; and

WHEREAS, the 2024 Emergency Operations Plan, would be implemented in conjunction with Resolution 2008-15, A Resolution Establishing Gunnison County Emergency and Disaster Management and Procedures which has been recently amended through Resolution No: 2024-20, A Resolution Amending Gunnison County Emergency and Disaster Management and Procedures; and

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WHEREAS, the Board has reviewed the 2024 Emergency Operations Plan and believes that it is a crucial and necessary guidance tool for emergency management and it is in the best interest of public health, safety and welfare of the citizens of Gunnison County, Colorado that is be utilized;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that:
1. Resolution No: 2021-28, A Resolution Adopting the Gunnison County Emergency Operations Plan recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 8, 2021, shall be and hereby is repealed; and
2. The "Gunnison County, Colorado Emergency Operations Plan", dated December 17, 2024, with associated annexes as they may be amended, shall be and hereby is adopted as the primary guidance tool for emergency management for Gunnison County, Colorado as of the date of execution of this resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 24-52

A RESOLUTION OPTING OUT OF ADOPTING GRAYWATER REGULATIONS

WHEREAS, on May 16, 2024, the Colorado General Assembly passed House Bill 24-1362 which requires that a Board of County Commissioners either pass a Resolution authorizing the use of graywater in compliance Colorado Revised Statute Section 25-8-205 (1)(g) and rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) or pass a Resolution prohibiting the installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103 (8.4), and the use of all graywater or prohibiting one or more categories of graywater use that the Water Quality Control Commission establishes in rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g); and

WHEREAS, the Colorado Governor signed House Bill 24-1362 into law on May 29, 2024; and

WHEREAS, the rules promulgated pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) is Regulation No. 86 Graywater Control Regulation, 5 CCR 1002-86, which has an effective date of January 14, 2024; and

WHEREAS, Regulation No. 86 Graywater Control is complicated and limiting on the sources and uses of graywater and implementation would require the development of an oversight program including permitting, inspection, and enforcement; and

WHEREAS, pursuant to Colorado Revised Statute Section 30-11-17 (1)(kk), the Board has the authority to adopt a resolution prohibiting the installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103 (8.4), and the use of all graywater OR prohibiting one or more categories of graywater use that the water quality control commission establishes in rules adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g) OR adopt a resolution regarding the use of graywater, as defined in Colorado Revised Statute Section 25-8-103 (8.3), in compliance with any regulation adopted pursuant to Colorado Revised Statute Section 25-8-205 (1)(g), and to enforce compliance with the board's resolution; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. The installation of graywater treatment works, as defined in Colorado Revised Statute Section 25-8-103, and the use of all graywater is prohibited.
2. This Resolution shall take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 24 – 53

CONCERNING LUC-24-00028, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 3-LOT SUBDIVISION LOCATED AT THE PROPERTY COMMONLY DESCRIBED AS 127 EVELYN LANE, PARCEL NO. 3517-333-00-005 AND LEGALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 1 EAST OF THE N.M.P.M., GUNNISON COUNTY COLORADO. RECEPTION NO. 694245.

WHEREAS, the Applicant, James Kunes, proposes a subdivision of 127 Evelyn Lane, subdividing a 4.1-acre undeveloped parcel into three parcels (Parcel A – 2.01 acre, Parcel B - 1.0 acre and Parcel C - 1.01 acres). A 33 foot access easement has been established through Parcel C to Parcel
B. No public improvements have been proposed.

WHEREAS, the application was sent for referral to the United States Forest Service, Colorado Parks and Wildlife, Gunnison Conservation District, Colorado Geological Survey, Gunnison County Public Works, Gunnison Watershed School District and Gunnison County Fire Protection District by email on April 30, 2024.
Responses were not received from the following departments/agencies: Gunnison County Public Works, Gunnison Watershed School District and Gunnison County Fire Protection District; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on November 21, 2024. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 17, 2024, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's September 19, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:
The Board finds that:

1. The land use change complies with all applicable requirements of the Gunnison County and Use Resolution and Section 6-10: Standards of Approval for Minor Impact Projects.
2. This application is consistent with the standards and requirements of this Resolution.
3. The parcels will be accessed by Evelyn Lane. The Applicant has signed a road maintenance agreement with neighboring Mitzel's Green Acres Subdivision. Both will share access off Evelyn Lane.
4. The parcels will be served by Onsite Wastewater Treatment Systems.
5. The parcels will be served by individual wells.
6. Restrictive Covenants have been provided.
7. A sage grouse review dated May 29, 2024 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.
8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-24-00028 is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 24 - 54

A RESOLUTION APPROVING LUC-23-00032, A LAND USE CHANGE PERMIT APPLICATION FOR SKETCH PLAN REVIEW OF A MAJOR IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT DISCOUNT (AKA CENTENNIAL) STORAGE ON THE PARCEL OF LAND COMMONLY KNOWN AS PARCEL NO. 3701-250- 06-008, 825 STATE HIGHWAY 135, GUNNISON, COLORADO; LEGALLY DESCRIBED AS LOT 3, FLYING RANCH SUBDIVISION, ACCORDING TO THE PLAT FILED SEPTEMBER 17, 2019 AT RECEPTION NO. 662373, COUNTY OF GUNNISON, COLORADO

WHEREAS, the Applicant, Centennial Storage Partners, LLC, represented by Jennifer Barvitski and Schumacher & O'Loughlin, LLC, requests a 2.75-acre expansion of commercial use to allow for 115 additional outdoor fenced vehicular storage spaces adjacent to the existing Discount Storage ("Property"); and,

WHEREAS, the Discount Storage Expansion of Commercial Use Sketch Plan ("Application") was submitted on July 10, 2023 and determined a complete application on May 20, 2024; and,

WHEREAS, the Planning Commission held public work sessions and public hearings to discuss the Application on the following dates

- August 1, 2024 Work Session
- October 3, 2024Work Session and Site Visit
- November 21, 2024 Joint Public Hearing; and,

WHEREAS, a joint public hearing was conducted on November 21, 2024 by the Planning Commission and Board of County Commissioners, in which the Commission and BOCC received and considered both written and oral public comment; and

WHEREAS, at the November 21, 2024 joint public hearing; after a review of the application and all information, documentation, and testimony related to it, the Gunnison County Planning Commission tendered a Recommendation of Approval with findings and conditions to the Board of County Commissioners; and

NOW THEREFORE, the Board of County Commissioners hereby adopts in full the Planning Commission's recommendation and the findings of fact therein, and makes these findings of fact:

1. The project is a Major Impact pursuant to Section 7-101:C. Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.
2. Pursuant to Section 7-102: Standards of Approval for Major Impact Projects, the Commission hereby finds and concludes:
    a. This Sketch Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of the standards of the Resolution within its conceptual presentation of the proposed development pursuant to the foregoing standard.

    b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.

c. Phasing has not been proposed by the applicant within this Sketch Plan submittal.
d. All uses have been identified on lots within this proposed development.

3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
    a. It is unclear if the Applicant has permission from the ditch owners to have placed a culvert through the subject property and how the culvert will be maintained over time.
    b. Proposed fencing at the site may cause wildlife conflicts.
    c. How the project complies with the June 27, 2019 BOCC Policy Direction, which states "An applicant should assume that commercial, industrial and nonresidential uses outside of platted or zoned areas that allow these uses will be difficult and/or unlikely to be permitted," and further directing these uses to existing commercial/industrial parks.

4. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Application need be conducted by the BOCC, and further, the BOCC hereby approves the Application for LUC-23-00032 as recommended by the Planning Commission, with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.
2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
    a. A 25' maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.
    b. The applicant shall provide explanation on how the ditch culvert shall be maintained.
    c. The applicant shall work with Colorado Parks and Wildlife to identify if fencing is appropriate and a design that will accommodate wildlife movement.

3. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.
4. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. Extension of Submittal Deadline, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void and require the applicant to begin the Sketch Plan review process again.
5. This approval is founded on each individual requirement finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement condition, this approval is null and void.
6. This Sketch Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community.

DRAFT

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

9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 17th day of December 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 12/20/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT BOCC Minutes; 12/20/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 20, 2024

The December 20, 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
Sammy Obaid, Assistant County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:00 am.

TAX YEAR 2024, BUDGET YEAR 2025, CERTIFICATION OF LEVIES AND REVENUE BY GUNNISON COUNTY COMMISSIONERS

Interim Finance Director Ana Canada introduced the certification. Interim FD Canada stated this must be done annually and she must distribute a copy to five different entities. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to certify the levies and revenue by the Gunnison County Commissioners for the tax year 2024 and the budget year 2025 as presented and authorize the Chair's signature. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 9:03 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *1/3/2025 thru 2/28/2025*

Board of County Commissioners

1. **BOCC Regular Meeting**
   January 7, 2025, All Day @ BOCC Boardroom

2. **Joint Public Hearing, Work Sessions**
   January 9, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Joint Public Hearing & Work Sessions

3. **BOCC Special Meeting & Work Session**
   January 14, 2025, All Day @ BOCC Boardroom

4. **BOCC Regular Meeting**
   January 21, 2025, All Day @ BOCC Boardroom

5. **BOCC Work Session**
   January 28, 2025, All Day @ BOCC Boardroom

6. **BOCC Regular Meeting**
   February 4, 2025, All Day @ BOCC Boardroom

7. **Continued Joint Public Hearing**
   February 6, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Continued Joint Public Hearing for LUC-22-00028 Starview Major Impact - Agenda and Packet materials to be added

8. **BOCC Work Session**
   February 11, 2025, All Day @ BOCC Boardroom

9. **BOCC Regular Meeting**
   February 18, 2025, All Day @ BOCC Boardroom

10. **BOCC Work Session**
    February 25, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Agr

Action Requested:

Parties to the Agreement:

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

Summary:

Ack of CM Sig; Agmt for Continuing Disclosure Services; Hilltop Securities

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 1/2/2025

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

Comments:
Agreement requires County to indemnify contractor (Sec. 5), otherwise, legally sufficient. SO 12/20/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/20/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

AGREEMENT
FOR
CONTINUING DISCLOSURE SERVICES
BY AND BETWEEN

GUNNISON COUNTY, COLORADO
(HEREINAFTER REFERRED TO AS THE "ISSUER")

AND
HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:

    a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;

    b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;

    c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:

        1) Principal and interest payment delinquencies
        2) Non-payment related defaults
        3) Unscheduled draws on debt service reserves reflecting financial difficulties
        4) Unscheduled draws on credit enhancements reflecting financial difficulties
        5) Substitution of credit or liquidity providers, or their failure to perform

6) Adverse tax opinions or events affecting the tax-exempt status of the security
7) Modifications to rights of security holders
8) Bond calls and tender offers
9) Defeasances
10) Release, substitution, or sale of property securing repayment of the securities
11) Rating changes
12) Bankruptcy, insolvency, receivership or similar proceeding
13) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
14) Appointment of a successor or additional trustee or the change of the name of a trustee
15) Incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders
16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties
17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1. $3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or

2. $500 minimum fee for assistance in preparation and distribution of each notice Material Event Notice Filing concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of $125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each Material Event Notice concerning occurrence of an Event or noncompliance with the Rule.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence

of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.

d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.

e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.

f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.

h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.

i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and expenses ("Losses and Expenses") that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing

Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

   In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to

Subsection 3.g., or otherwise.

9. Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Gunnison County, Colorado
200 E. Virginia Avenue
Gunnison, CO 81230
Ms. Ana Canada
Interim Finance Director
Phone: (970) 641-7960
Email: acanada@gunnisoncounty.org

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

717 North Harwood Street, Suite 3400
Dallas, Texas 75201
Attention: Tanya Calvit
Managing Director – Head of Continuing Disclosure
Phone: (214) 953-4037
Fax: (214) 953-4050
Email: tanya.calvit@hilltopsecurities.com

10. Choice of Law: This Agreement shall be construed and given effect in accordance with the laws of the State of Colorado.

11. Acceptance of Agreement

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

By _____
Tanya Calvit
Managing Director – Head of Continuing Disclosure

By _____
Petia Moutaftchieva
Senior Vice President-Continuing Disclosure Manager

Date 11/14/24

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the 14th day of November, **2024**.

By _____
Authorized Representative

County Manager
Title

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; Adena

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 1/2/2025

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

Comments:
Legally sufficient. SO 12/19/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/19/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 18th day of December, 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 Adena Corporation whose address is 1310 W. Fourth Street, Mansfield, OH 44906 ("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 described in Exhibit "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, 2025, unless sooner terminated or replaced as provided in this Agreement.

3. 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 Six Thousand One Hundred-Twenty and No/100 U. S. Dollars ($6,120) ("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.

4. 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.

5. 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.

6. 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.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the 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.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. 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.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon 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.

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

20. NOTICES.

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

Gunnison County: County Manager
Gunnison County

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

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

Contractor: Adena Corporation
1310 West Fourth Street
Mansfield, OH 44906

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication

shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

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

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

24. RECORDS; 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.

25. PUBLIC RECORD.

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

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: Josh Darling Digitally signed by Josh Darling DN: C=US, E=jdarling@sidenaccorporation.com, CN=Josh Darling Date: 2024.12.17 10:49:29-05'00' _____

Its: Senior Vice President _____

Exhibit A

ADENA CORPORATION
1310 W Fourth St • Mansfield, OH 44906 • 419.529.4288 • adenacorporation.com

Schematic Design Proposal

December 13, 2024

To: John Cattles, Assistant County Manager, Gunnison County, CO
Re: Gunnison County Landfill - **Proposed Maintenance Facility**

Mr. Cattles:

Adena Corporation is pleased to submit our Proposal for Schematic Design Services for the Proposed Maintenance Facility to be located at **GUNNISON COUNTY LANDFILL**

621 COUNTY ROAD 42

GUNNISON, CO 81230

This proposal includes the following

1. Design requirements based on the requirements from county noted below. These requirements will be noted or shown on the drawings.
   - 2 bays 50' deep, 25' wide, 18' high clearance
   - One bay with steel tracks for bulldozer or excavator engineered to accommodate 75,000 lbs.
   - One bay with wide steel tracks (plates) for compactor engineered to accommodate 75,000 lbs.
   - Additional light duty bay 35' deep 20' with 10'x12' min. office plus storage space.
   - 14' wide by 16' tall garage doors for large bays 10'x12' for light duty door
   - Geothermal heat pump-based heating system, water-to-water heat pumps serving in-floor radiant heat.
   - Ventilation requirements per IBC group F-1.

2. The site plan will show the location of the proposed building.
3. Building Floor Plan showing Proposed Plan layout
4. Exterior Building elevations/ rendering of building
5. Completion time is approximately 2 weeks once we receive a signed proposal.

Schematic Design Services Total Sum = $6,120

AGREED AND ACCEPTED BY:

Signature_____ Date_____

Thank you for the opportunity for us to provide this Pre-construction Proposal. If you have any questions or need additional information, please do not hesitate to contact me at 419.529.4456 (ext 290) or s.graybill@adenacorporation.com

Sincerely,

Scott Graybill, Adena VDC Manager

Adena is an equal opportunity employer.

SITE LOCATION:

GUNNISON COUNTY LANDFILL
621 COUNTY ROAD 42
GUNNISON, CO 81230



MANSFIELD CORPORATE OFFICE
1310 W. Fourth St.
Mansfield, OH 44906
419.529.4456

COLUMBUS OFFICE
774 Park Meadow Rd.
Westerville, OH 43081
614.865.9000

LAKELAND OFFICE
2240 Commerce Point Dr.
Lakeland, FL 33801
863.937.9378

GUNNISON OFFICE
234 N Main St 3C-1
Gunnison, CO 81230
970.707.4055.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement; Option Letter #6; CSBG-24-026; 1/

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgement of Option Letter #6 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\ACanada Discharge Date: 1/2/2025

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

Comments:
Legally sufficient. SO 12/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

Docusign Envelope ID: C77A22B7-3AC4-4984-9EE8-6A0B39D84749

OPTION LETTER #6

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 195845
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077, 190182, 191582, 193438, 194537	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 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 09/11/2024: $672.00 Option Letter #5 10/16/2024: $404.00 Option Letter #6 12/09/2024: $17,100.00 **Total Grant Amount: $84,706.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant Harold Smith, (303) 864-8423, (harold.smith@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** 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: Maria De Cambra
098D615EDE27455...
Maria De Cambra, Executive Director

Date: 12/17/2024 | 11:37 AM 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

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

Effective Date: 12/20/2024 | 8:04 PM MST

Docusign Envelope ID: C77A22B7-3AC4-4984-9EE8-6A0B39D84749

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 **$17,100**, from **$67,606** to **$84,706**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$84,706**. 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#6 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM - (1/1/2024 - 9/30/2025) (CS2426)	$64,388	$0	**$64,388**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 - 9/30/2024) (CS2312)	$398	$0	**$398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 - 9/30/2025) (CS2413)	$2,820	$0	**$2,820**
Formulaic 2025	4	Program Year 2025 - FORM - (1/1/2025 - 9/30/2026) (CS2513)	$0	$16,286	**$16,286**
Discretionary 2025	5	Program Year 2025 – DISC - (1/1/2025 - 9/30/2026) (CS2513)	$0	$814	**$814**
		TOTALS	**$67,606**	**$17,100**	**$84,706**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **December 09, 2024**, whichever is later.

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

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

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Audrey Field, Federal Program Manager
78096473EF0D464...

By: Audrey Field, Financial Assistance Manager
Federal Programs

Date: 1/2/2024 | 7:47 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B9482...

By: Maria De Cambra, Executive Director

Date: 1/2/2024 | 9:05 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 1/3/2024 | 6:40 PM MST

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.

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.

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.

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.

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

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

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 publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this 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.

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

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**.

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

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

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

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,

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.

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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.

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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
		TOTAL	**$8,366**

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

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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, 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.

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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.

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

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:

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;

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.

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.

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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.

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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.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

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

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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
		TOTALS	**$ 0.00**	**$ 0.00**	**$ 0.00**

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

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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/Counties:

Signature, Chief Elected Official

Liz Smith
Name (typed or printed)

Acting Chair, Gunnison Co Board of County Commissioners
Title

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: Grant Application; 2025 Emergency Management Perfo

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and State of Colorado

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

Summary:

Annual EMPG Grant application

Fiscal Impact: 50% match

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 1/2/2025

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

Comments:
Legally sufficient. SO 1/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

2025

Emergency Management Performance Grant (EMPG)
Local Emergency Management Support (LEMS)

Program Guidance
and
Application Packet

Foreword: Message from the Division and Emergency Management Directors

Emergency Management Community Partners,

Enclosed please find guidance and the application kit for the 2025 Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) program. The deadline for returning completed applications to your Colorado Division of Homeland Security and Emergency Management (DHSEM) Field Manager (FM) with signatures is **January 10th, 2025.**

EMPG is the primary source of Federal funding directed to State, Local, and Tribal governments to support all-hazard emergency management programs through personnel, planning, training, and exercises. Program objectives for each applicant jurisdiction include the capability to perform crisis and consequence management tasks as indicated in the Emergency Management Functions (EMF) at the Type IV level for 24 to 72 hours. Nationally, approximately half of the funding to states is passed through to Local and Tribal jurisdictions. In Colorado, funds retained at the State level are also used to support Local and Tribal programs through activities including state-sponsored training and exercises, conferences, provision of tools such as WebEOC, and staff that provide technical assistance focused on planning, resource management, alert and warning, response coordination, hazard mitigation, public education, community recovery, interoperable communications, and training and exercise.

In 2020, the Homeland Security Advisory Committee (HSAC) adopted eligibility requirements and a funding formula for all awards beginning with the 2022 grant application. The key changes to EMPG eligibility are:

- Funding will be limited to all 64 Counties, the 2 Tribal Nations, and municipalities with a population of greater than 250,000 people and residing in more than one County.
- Emergency Management programs must consist of an Emergency Manager working a minimum of a 50% full-time equivalent (FTE) in emergency management that is documented in a job description.
- Applicants must have an adopted and State approved base Emergency Operations Plan (EOP) that scores at least 90% for the 33 critical components outlined in the EOP evaluation tool and is consistent with Comprehensive Preparedness Guide 101 version 3.0 (2021).

In the event a County would like to pass through its award to a municipality or special district, the County will remain the applicant, must meet all eligibility requirements, and will be responsible for all quarterly and closeout reporting.

The funding formula was fully implemented in 2023 meaning that all requirements must be met for eligibility for the current and all future grant years. Field Managers can provide jurisdictions with what they can anticipate for a minimum Small Dollar Grant Award (SDGA). The final formula,which determines the actual award amount, will be calculated once all eligible applications have been received. **In 2024 Congress reduced the Federal EMPG funding which resulted in a 9% reduction in State funding. That decrease would have translated to a decrease of $321,000 in our local programs. The State was able to avoid reductions in local funding for the FY25 grant, but would not be able to absorb this reduction in future years.**

To be eligible to receive reimbursement for the full award, each jurisdiction must perform the base program requirements and items in the work plan selected from Table 3, Elective Planning Options. DHSEM Field Managers will meet with you during the application process and discuss eligibility, program needs, develop an

appropriate work plan, and potential funding implications for the grant year. Please note that up to 75% of your total grant award is available for completing the program requirements. The remaining 25% will be awarded based on the completion or measurable progress of work plan items from Table 3. Unused funds will be de-obligated 90 days from the end of the grant agreement.

Field Managers, in consultation with the Program Manager, will send a letter to each program that did not fully complete or demonstrate measurable progress on projects from their Work Plan. This letter will identify where the program could be at risk of losing funding. The state has an appeal process for jurisdictions that disagree with any ruling of the Program Manager on work plan progress. The first level appeal is to the DHSEM Office of Emergency Management (OEM) Director. The final appeal level is to the DHSEM Division Director. The local agency administrator/lead and the Emergency Manager must participate in the appeals process.

The Federal Emergency Management Agency (FEMA) has informed States that Federal guidance for the program will emphasize the following three strategic goals:

- Instill equity as a foundation of emergency management
- Lead the whole of community in climate resilience
- Promote and sustain a ready FEMA and prepared nation

FEMA is encouraging State, Local, and Tribal organizations to undertake activities that further support these goals by utilizing the principles of comprehensive planning, training, exercising, and assessment of hazards, risks and capabilities. The work plan template is based on the Emergency Management Function (EMF) format and is consistent with previous program guidance.

We value our strong relationships with our Local and Tribal partners in Colorado and look forward to working collaboratively to strengthen program capabilities. If you have questions or concerns, please do not hesitate to contact us or members of the OEM Field Operations Staff, including Trevor Denney, EMPG Program Manager (trevor.denney@state.co.us), or your Field Manager.

Kevin R. Klein
Division Director

Trevor W. Denney
Interim Emergency Management Director

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To apply for FFY 2025 EMPG-LEMS funding, the applicant must complete and submit their application with signatures through EMGrants Pro (EMGPro) by 11:59pm on January 10th, 2025. No late applications will be accepted.

The EMPG application on EMGrants Pro closely follows the paper forms from previous grant years. Please refer to prior forms for reference as paper forms will not be accepted for the application. An application instructions guide will be provided to assist with navigating EMGrants Pro, and you may also contact your Field Manager for assistance. Below is the link to the EMGrants Pro website: https://co.emgrants.com/

Reference Application Packet:

i. W-9 and Electronic Funds Transfer (EFT) Submit only, if any updates are required
ii. DHSEM-EMPG Signature Authorization Form
iii. EMPG LEMS Application Instructions

Additional Supporting Documents:

Colorado Emergency Operations Plan Review Tool, Companion Document, and Template
National Qualification System (NQS) Implementation Plan Template
Exercise Data Table Template
Sample Timesheet

EMPG-LEMS Program Guidance

Statutory Requirement

According to the Colorado Disaster Emergency Act (Title 24, Article 33.5, Part 7 section 707), the Mayor, Chair of the Board of County Commissioners, or other principal Executive Officer of each county in the state, or any city designated by the Governor to have an emergency management agency is required to; (1) notify the Colorado Division of Homeland Security and Emergency Management (DHSEM) of the manner in which the political subdivision is providing or securing disaster planning and emergency services, (2) prepare and maintain a current disaster emergency plan, (3) identify the person who heads the agency from which services are obtained, and (4) furnish additional information relating to program activities as requested by DHSEM.

To satisfy this statutory requirement, Counties and designated Municipalities shall complete Part II of the EMPG-LEMS Application Packet. Part II requires the signature of the Mayor, Chairman of the Board of County Commissioners, or other Chief Executive Official as designated by the jurisdiction. Completion of Part II alone does not constitute a request for EMPG-LEMS funding support. Applicants for EMPG-LEMS funds must submit a complete application packet in EMGrants Pro no later than midnight on January 10th, 2025.

The Colorado Disaster Emergency Act, C.R.S 24-33.5-705(3), requires the Colorado Office of Emergency Management (OEM) to take part in the development and revision of local and inter-jurisdictional disaster plans; consult with political subdivisions and disaster agencies regarding the status of their disaster plans and make field examinations.

Purpose of EMPG-LEMS Program

The purpose of the EMPG-LEMS program is to assist in the development of comprehensive, risk-based, all-hazard emergency management programs at the State, Local, and Tribal government levels and to improve emergency preparedness through integrated planning, training, and exercising while addressing prevention, protection, mitigation, response, and recovery capabilities. EMPG funds are authorized by Congress on an annual basis and passed to the States through the Federal Emergency Management Agency (FEMA). These funds are intended to reimburse programs for up to 50 percent of incurred costs for staff, travel, planning, training, office maintenance, Emergency Operations Center (EOC) enhancements, and other eligible costs. EMPG-LEMS funding may not be utilized for response operations.

Delayed Nature of Funding

The FEMA EMPG Notice of Award is typically administered to the States and territories around August or September of each year to accept the funding, well after local government budgets have been approved and spending has already occurred. To close the gap due to the timing of funds from the Federal government to the State and the State delaying awards to local governments, DHSEM is issuing two SDGAs (Small Dollar Grant Awards) that cross Federal grant years. With this issuance, the disbursement of funds for subrecipient reimbursements will occur closer to when the actual costs are incurred. While a reduction in future allocations cannot be ruled out; EMPG has strong, broad-based support both in Washington and nationwide and will continue to be the primary program for sustaining State, Local, and Tribal emergency management programs in the foreseeable future. This grant is made available to local programs on a calendar year basis. The grant performance period will be January 01, 2025, through December 31, 2025.

Program Funding Allocation and Reimbursement

Subrecipients for the 2025 EMPG-LEMS will have grant awards determined by the funding formula adopted by the Homeland Security Advisory Committee (HSAC). Reimbursement will be via a two-tier funding model. Each sub-recipient will receive reimbursement for up to 75% of its annual award for completion of the minimum base program requirements and State supported initiatives. The other 25% will be reimbursed based on progress towards completion of planned elective activities submitted to and approved by the Field Managers assigned to the 10 Service Areas from the Colorado Division of Homeland Security and Emergency Management, Office of Emergency Management.

● Base funding allocation (75%)

To be eligible to receive the base portion of the grant, each Subrecipient must complete the minimum program requirements in the Planned Activities of the work plan located in EMGrants Pro/in the EMGrants Pro application. Additionally, each jurisdiction shall submit the job description of the individual(s) responsible for emergency management program development and maintenance. This document shall indicate that it is valid January 01, 2025 through December 31, 2025 and specify responsibility for maintenance of the emergency management program.

● Elective performance allocation (25%)

The remaining 25% of a subrecipient's reimbursement will be dependent on the submission and approval of products that meet recognized standards, criteria, and guidance. Table 4-Elective Planning Options, identifies products and evaluation criteria that Emergency Managers may pick from that best meet the needs of their planning efforts in support of their program. As part of the application process, the applicant will pick the product (s) it wants to work on from Table 4. Program priorities not included in Table 4 may be negotiated with the Field Manager for work plan approval. The base funding, plus the elective product/activity selected from Table 4, will equate to 100% contract funding. The Field Manager will provide technical assistance and guidance regarding all work plan products as requested.

● All EMPG programs will be required to submit:

(1) Certified Position Description for 100% EMPG funded staff or certified time card with proof of payment.
   a. Print out from the accounting system (i.e. General Ledger)
   b. Print out from the payroll system showing wages and benefits
(2) All other backup documents will be required and proof of payment
   a. Invoice
   b. Print out from the accounting system (i.e. General Ledger)

References for Program Administration

The Emergency Management Standard published by the Emergency Management Accreditation Program (EMAP 5-2022) establishes standards and performance criteria for Emergency Management programs. The Emergency Management Standard defines an Emergency Management Program as a system that "encompasses

all organizations, agencies, departments, entities, and individuals having responsibilities" in management and coordination of prevention, mitigation, preparedness, response, and recovery activities for all hazards. The Assistance Listing number for the EMPG is **97.042**. FEMA- funded activities through the EMPG must meet the requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for Grants and Cooperative Agreements to State and Local Governments, also known as "Uniform Guidance".

All costs, including personnel compensation, must comply with 2 CFR §200.400 through §200.476. The FEMA allowable equipment categories are listed on the Authorized Equipment List (AEL).

Additional references concerning Administrative, Cost Principles, and Audit Requirements are cited below.

Audit Requirements 2 CFR §200.500 through §200.521

Suspension and Debarment 2 CFR §200.214

Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR part 182

Lobbying 2 CFR §200.450

FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services and 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment

Compensation-personal services 2 CFR §200.430 and Compensation-fringe benefits 2 CFR §200.431

Procurement Standards 2 CFR §200.317 through §200.327

Emergency Management Functions (EMFs)

Planned activities identified in Local and Tribal work plans should be based on the 15 Emergency Management Functions (EMFs) identified in this guidance. The 15 EMFs provide program elements or activities for strategic planning and for measuring emergency management program progress and effectiveness. The EMF standards have been traditionally utilized by the State, are derived from FEMA guidance documents, and the Emergency Management Standard as defined through the Emergency Management Accreditation Program (EMAP), and are consistent with National Fire Protection Association (NFPA) 1600 standards.

Table 1-Emergency Management Functions

Program Capability	Emergency Management Function (EMF)	Key Activities
Program Management	EMF-1: Finance & Administration	Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (work plan), equipment inventory and monitoring

	EMF-2: Laws & Authorities	Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations
Hazard Mitigation	EMF-3: Risk Assessment	Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment) /THIRA (Threat and Hazard Risk Identification and Assessment), development of corresponding risk management strategies
	EMF-4: Hazard Mitigation Plans & Projects	Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews
Plans	EMF-5: Emergency Operations Plans	Development/upgrades/revisions of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 3.0, fostering partnerships with EOP stakeholder agencies and organizations
	EMF-6: Recovery Plans	Development/upgrades/revisions of Local/Tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
Preparedness	EMF -7: Training	NIMS training delivery, professional development for staff, development of Local/Tribal Integrated Preparedness Plan (IPP)
	EMF-8: Exercises	Participation in exercises as “Sponsoring” and/or “Participating” agencies
Operations	EMF-9: Incident Management	EOC management, Continuity of Operations (COOP), multi-agency coordination, support of incident command operations
	EMF-10: Communications	Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
	EMF-11: Operations Procedures	Development/maintenance of systems (Web EOC), processes (resource order process), capabilities (EOC management training), and Plans (COOP) to support incident operations.
	EMF-12: Mutual Aid	Maintenance of local, interagency, regional and statewide intergovernmental agreements
Logistics	EMF-13: Resource Management	Development/maintenance of local resource mobilization plans and processes, including database management systems, inventory, financial controls and relevant forms.
	EMF-14: Facilities Management	Monitoring & maintenance of EOC/Alternate EOC facilities and equipment.
Public Information	EMF-15: Crisis Communication,	Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social

	Public Information and Education	media. Development and maintenance of local Alert and Warning Plans and procedures.

Supporting National Preparedness Initiatives

In addition to enhancing comprehensive all-hazards emergency management capabilities, EMPG-LEMS funding provides an opportunity to support state and national homeland security strategies and strengthen national preparedness. Presidential Policy Directive 8: National Preparedness (PPD-8), signed on March 30, 2011, describes the Nation's approach and preparation efforts for the threats and hazards that pose the greatest risk to the security of the United States.

The EMPG Program plays an important role in the implementation of PPD-8 by supporting the development and sustainment of the 32 "core capabilities". The core capabilities represent an evolution from the Target Capabilities List (TCL). Federal guidance requires States, as well as Local and Tribal partners, to tie activities more closely to enhancing core capabilities. DHSEM has determined that, for FFY 2025, participants will fulfill the obligation to support core capabilities by meeting the FFY 2025 Program Requirements outlined below. Files and information on PPD-8 and core capabilities can be found at: *http://www.fema.gov/ppd8*.

Program Requirements

Jurisdictions receiving EMPG-LEMS program funds are required to work toward completion in current or a multi-year program cycle as supported by FMs of all tasks and planned activities identified, submitted, and approved in their annual work plan. Applicants for EMPG-LEMS support must complete the minimum program requirements as follows:

1. **Development and maintenance of a formally adopted current Emergency Operations Plan (EOP) which includes 90% of the critical components identified in the EOP evaluation tool; and includes a Local alert and warning plan/annex.** ***(Federal and State requirement, equates to 20% of the 75% base allocation)***

   CRS 24-33.5, §§ 707 requires all Colorado Counties to have a current Emergency Operations Plan (EOP) which serves the entire County. All program recipients and subrecipients must implement, maintain, and revise as necessary a jurisdiction-wide all hazard EOP that is consistent with CPG-101 v.3 (September 2021), which serves as the foundation for State, Local, and Tribal emergency planning. In order to be considered current, plans must be adopted within the past three (3) years.

   Subrecipients are required to submit an adopted local alert and warning plan that incorporates a whole community planning approach encompassing the jurisdiction's alert and warning capability, plan for public information distribution, and how ongoing public information will be coordinated and distributed. Additional information on the development of this plan can be found in CPG-101 v.3 in section 1.1.14 Public Alert and Warning on page 94 of the document.

2. **For 2025 jurisdictions will implement Phase 3 of the National Qualification System (NQS) implementation objectives and will submit an NQS Local/Tribal implementation plan. A template plan can be found in the link below, or it is included with the EMPG application kit.** ***(Federal and State requirement, equates to 15% of the 75% base allocation)***

   In 2022 FEMA instituted a State requirement for the implementation of the National Qualification System (NQS). In 2023 the implementation of NQS became a requirement for all EMPG-funded jurisdictions. This will be implemented in phases over three (3) years. At a minimum, NQS will be a requirement of EMPG funded deployable personnel as defined by the jurisdiction.

   FEMA NQS supplemental document website can be found at: https://www.fema.gov/emergency-managers/nims/components/nqs-supplemental-documents?msclkid=6913b551b9dd11eca516ab8e5d2f84f4

3. **Conduct at least two local "whole community" stakeholder/partner meetings with the agencies who represent the capabilities in the jurisdiction.** ***(State requirement, equates to 5% of the 75% base allocation)***

   These are the agencies who are required to establish and implement processes and procedures for consequence management during disaster emergencies. Whole Community stakeholder/partners include: law enforcement, fire, emergency medical service, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These agencies and entities constitute your partners during an Emergency Operations Center and/or Incident Management Team activation for any significant incident response. Working with FMs in preparation of an agenda for these meetings is encouraged. The agenda should address emergency management planning, operations, as well as processes and procedures. Maintain a sign-in sheet and a record of discussion items and/or issues.

4. **Development and maintenance of a Multi-Year Integrated Preparedness Plan (MYIPP). (*Federal and State requirement, equates to 15% of the 75% base allocation)***

   All Subrecipients are required to develop a MYIPP updated annually that incorporates and addresses identified capability gaps or sustainment of capabilities identified in the Subrecipient's THIRA or Colorado Emergency Preparedness Assessment (CEPA). Subrecipients must use the DHSEM State MYIPP template and submit the MYIPP to the DHSEM IP Section by June 15, 2025. Here is the link to the 2025 IPP guidance. **Participation in a regional MYIPP will meet this requirement with pre-approval of the Field Manager**.

5. **All EMPG program funded personnel (State/Tribal/Local) must participate in at least two exercises in a 12-month period.** ***(Federal requirement, equates to 15% of the 75% base allocations)***

   i. Sponsor at least one exercise (tabletop, functional or full scale) which demonstrates the emergency management functions of situational assessment, resource management, alert and warning, and public information within the Local Emergency Operations Center (EOC) or equivalent support location.

ii. Participate in another jurisdiction's exercise in an Emergency Management capacity.

Jurisdictions must submit an After Action Report (AAR) and an Improvement Plan (IP) to their Field Manager for the exercise they sponsor. Real-world events and incidents are allowable substitutes for exercise participation; but will have the same requirement for an AAR and IP to be submitted.

6. **Targeted Training of EMPG-Funded Personnel.** ***(Federal requirement, equates to 5% of the 75% base allocation)***

All EMPG program funded personnel (State/Local/Tribal) must complete the following National Incident Management System (NIMS) training courses and record proof of completion by providing certificate copies to the FM: IS 100, IS 200, IS 700, and IS 800, as well as the FEMA Professional Development Series: IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244. Submission of a list of EMPG program funded personnel along with the training completed will be included in quarterly performance reports. EM Staff personnel with no role in program activations only need IS 100, 200, 700 and 800.

FEMA IS classes and the Professional Development Series classes can be found at: https://training.fema.gov/is/searchis.aspx?search=PDS

7. **Timely Submission of Application, Quarterly Progress Reports, and Quarterly Requests for Reimbursement.** ***(Federal and State requirement, no percentage assigned, all reimbursement contingent upon completion)***

All EMPG-LEMS applicants are responsible for submitting a complete electronic application packet, four signed quarterly progress reports, and requests for reimbursement in a timely manner. All grant documentation and submissions will be made utilizing EMGrants Pro. A complete application package includes:

i. Planning Work Plan with current EOP (Part I EMPG-LEMS Grant Activities/Work Plan Template)
ii. Jurisdiction Information (Part II Jurisdiction Information and Signatures)
iii. Personnel and Program Budget (Part III Staffing Pattern and Program Funding Worksheet)
iv. Certified Position Description for all current, exempt employee(s) with 100% time and effort for emergency management duties that are listed on the Personnel/Staffing Pattern. This document must include the emergency manager and related responsibilities for each employee claimed under EMPG (If the certified Position Description is submitted as part of the application, this document is acceptable when claiming reimbursement for salary and benefits of the employee).
v. Certifications - Federal Funding Accountability and Transparency Act (FFATA) form (required for all Federal grant programs except American Recovery and Reinvestment Act grants).
vi. W9 and Electronic Funds Transfer (EFT) Submit only, if any updates are required.

Table 2-Reporting Schedule

Local Jurisdiction Reporting Schedule			
Quarter	**Reporting Period**	**Progress Report Due Date**	**Request for Reimbursement Due Date**
1	01/01/25 – 03/31/25	04/10/25	4/30/25
2	04/01/25 – 06/30/25	07/10/25	7/31/25
3	07/01/25 – 09/30/25	10/10/25	10/31/25
4	10/01/25 – 12/31/25	1/10/26	1/31/26
DHSEM Field Manager Reporting Schedule			
Quarter	**Reporting Period**	**Roll up Report Due Date**	
1	01/01/25 – 03/31/25	04/20/25	
2	04/01/25 – 06/30/25	07/20/25	
3	07/01/25 – 09/30/25	10/20/25	
4	10/01/25 – 12/31/25	01/20/26	

Program and Financial Monitoring

Per Federal grant guidance, DHSEM has implemented a formal monitoring process that will be conducted with each subrecipient at least every two (3-5) years. The schedule and monitoring visit process will be coordinated through the Subrecipient Monitoring team and Area Field Manager. The monitoring program is intended to ensure that all subrecipients are performing and administering the Grant in compliance with all of the required Federal and DHSEM grant terms and conditions, and have the proper financial and programmatic documentation in the grant files ready for future Federal audits. Given recent requests to the State for substantiating documentation of match funding, applicants can expect greater scrutiny of grant match documentation during monitoring visits.

Quarterly Progress Reports and Requests for Reimbursement

Signed Quarterly Progress Reports must be submitted via EM Grants Pro System to your DHSEM Field Manager no later than **10** days following the end of each quarter. The timely submission of quarterly progress reports and products is a requirement for approval of quarterly requests for reimbursement. If an extension is needed, a written request to your DHSEM Field Manager must be made before the deadline. Field Managers will then have an additional 10 days to report the regional information to DHSEM for the State report.

Quarterly reports should identify the status of each activity planned for that quarter as completed or accomplished, in-process, postponed/canceled, or not completed or not accomplished. Please indicate a reason

when activities are postponed, canceled or not completed. For reporting purposes, please include dates and identify scenario and type of exercises conducted. Also identify specific plans/annexes or updates to EOPs or other plans.

Quarterly Requests for Reimbursement, backup documentation, and supporting financial reports must be submitted via EM Grants Pro System to your DHSEM Field Manager no later than **30** days following the end of each quarter.

A table of reporting requirement due dates can be found in Table 2 Reporting Schedule on page 11 of this guidance.

Scope Change
A Scope Change is necessary to submit in EMGrants Pro when there is a change in the subrecipient's Staffing Pattern such as adding an employee, employee resignation, increase/decrease of employee salary and benefits, or modification of work hours. The Scope Change should include the following information, if applicable: employee name, title, full-time/part-time, start date, end date, gross annual salary, gross annual benefits, total hours worked per week, emergency management hours worked per week. The addition of an employee who is 100% EMPG funded should provide a certified job description.

Electronic/Digital Signatures

Electronic/digital signatures will be accepted through the EMGrants Pro system and/or the EMPG Signature Authorization Form.

Application:
Two signatures are required on the EMPG Signature Authorization Form and one EMGrants Pro approval:

(1) The undersigned for the Application holds authority to enter into, and understand and accepts all the terms and conditions outlined in final 2025 EMPG Guidance Document; and
(2) Chief Financial Officer (CFO)/Fiscal Officer who holds financial authority for the said entity.
(3) The Local Emergency Manager approval is captured in EMGrants Pro when submitting the application.

Quarterly Progress Report:
The Local Emergency Manager is the authorized signer. A submission by the Local Emergency Manager in EMGrants Pro to their DHSEM Area Field Manager constitutes as an electronic/digital signature.

Request for Reimbursement (RFR):
The CFO/Fiscal Officer is the signatory authority. If the Local Emergency Manager is authorized, a written delegation letter must be provided. A submission in EMGrants Pro by either the CFO/Fiscal Officer or the **authorized** Local Emergency Manager is an acceptable electronic/digital signature. If the authorized person does not have access to EMGrants Pro to submit, please complete and sign the EMPG Signature Authorization Form and upload it in EMGrants Pro.

Scope Change:
Two signatures are required, the Local Emergency Manager **and** CFO/Fiscal Officer. The submission by the Local Emergency Manager in EMGrants Pro satisfies one signature requirement. The CFO/Fiscal Officer must then complete and sign the EMPG Signature Authorization Form and it will need to be uploaded into EMGrants Pro.

Table 3–Base Program Requirements

Multi-agency and multi-jurisdictional relationships (MAC Group (MACG) established and maintained). NOTE: A MACG is made up of agency representatives with authority to commit agency resources.	NIMS 2017 pg. 40 CPG101: Pages 1-1 to 1-4/ 4-2 to 4-6, C-1 NFPA: Std. 4.4 EMAP: Std. 3.3
Integrated Preparedness Plan	EMAP 4.9 to 4.10 HSEEP 2-5 to 2-9 CPG 101 19-23, 34-39 Multi-Year Integrated Preparedness Plan (MYIPP) Resource Guide 2021
Exercise Participation: Evaluator/controller: one exercise and Role in exercise play: one exercise NOTE: Exercise actor does not count as participation. Program requirement Exercise Sponsor	Homeland Security Exercise and Evaluation Program (HSEEP) NFPA: 9 EMAP: 4.10
FEMA Training	National Preparedness Goal (Table 1.- Planning)
Emergency Operations Plan (EOP)	CPG 101 v. 3.0 2021 EMAP: 4.4 to 4.4.9
National Qualification System (NQS)	National Incident Management System Guideline for National Qualification System National Qualification System Implementation Objectives
National Incident Management System (NIMS)	EMAP: 4.5 to 4.5.6 NIMS 2017 Presidential Policy Directive 8 / PPD8: National Preparedness

Table 4–Elective Planning Options

Finance (procedures established)	CPG101: 3-14 & C-10 NFPA: 4.7 EMAP: 3.4
Threat and Hazard Identification and Risk Assessment or Colorado Emergency Preparedness Assessment (CEPA) NOTE: County as largest geographic scope of analysis)	CPG101: Pages 4-1, 4-7 to 4-11 CPG 201 NFPA: 5.2 EMAP: 4.1
FEMA Academies (includes State delivery) Colorado Academy for Professional EM	Requires Graduation Requires Completion (Min hours)
Continuity of Operations Plan (COOP)	CPG 101: 1-9, 3-10, C-25 NFPA: 6.10 EMAP: 4.4.5
EMAP self-assessment	EMAP EM Standard 2019
Rapid Needs Assessment Plan	CPG 101: 1-9 NFPA: 7.3.1 EMAP: 4.4.8
Damage Assessment Plan	CPG 101: C-14 NFPA: 6.10.2.2 EMAP: 4.4.3
EOC Management Plan to include processes, procedures, etc.	NIMS 2017 CPG101: C-16 NFPA: 6.7, 6.8 EMAP: 4.8.2, 4.8.3
Debris Management Plan	CPG 101: C-14 EMAP: 4.4.3 NFPA: 6.10.2.2
Public Information/Crisis Communications Plan	CPG101: 3-16, C-23, Fig. 3.1, Fig. 3.2, Table 3.1 NFPA: 6.5, 6.6 EMAP: 4.7 NIMS 2018 pg. 50
Recovery Plan	CPG101: 1-9, 3-10, 4-15, B-8, C-23 NFPA: 6.10.2 EMAP: 4.4.4
Hazardous Materials Plan	CPG 101: C-29 EMAP: 4.4.3
Development or update of EOP Annexes	CPG 101: 3-15, C-11, C-12, Fig. 3.1, Fig 3.2 NFPA: Chapter 6 (all) EMAP: 4.4.1 to 4.4.3
Resource Mobilization Plan	CRS: 24-3.5-705.4 (1)(a) EMAP: 4.6 NFPA: 5.4.3, A5.4.3, 6.7.4, 7.8

Laws and Authorities	CPG 101: 3-15, Fig 3.1, Fig 3.2, Fig 3.3 EMAP: 3.5 NFPA: 4.6 NIMS 2017: p.75
Continuity of Government (COG) plan	CPG 101: 1-9, 3-10, C-25 NFPA: 6.10 EMAP: 4.4.6
Attain Storm Ready recognition	NWS Recognition CRS 24-33.5-714 www.weather.gov/stormready
Job Aids	CPG 101: 3-12 NFPA: 6.8.2, 6.8.3 EMAP: 4.4.3, 4.5.5, 4.5.6
Tactical Interoperability Communications (TIC) Plan	CRS 24-33.5-716 EMAP: 4.4.3 & 4.7
Lifelines	EMAP: 4.4.4
Volunteer Donations Management Plans	EMAP: 4.4.1 to 4.4.3
Agricultural Plans	EMAP: 4.4.1 to 4.4.3
Energy Assurance	EMAP: 4.4.1 to 4.4.3
Preparedness	National Preparedness Goal EMAP: 2.17 NFPA: Chapter 5
Cyber Security Plan	CPG 101v3 -3.2 FEMA Planning Considerations for Cyber Incident for EM Nov. 2023

Table 5-Colorado Emergency Management Program Guide Reference:

Product Activity	Page Reference
Threat and Hazard Identification and Risk Assessment	25
Current ESF based EOP	35
Continuity of government plan	36
Continuity of operations plan	35&36
Local Alert and Warning Plan	43 & 44
Rapid Needs Assessment Plan	83
Resource Management Plan	42 & 43
Damage Assessment Plan	82 - 84
EOC Management Plan	49 - 55
Debris Management Plan	87
Public Information Crisis Communications Plan	57
Job Aids	140
Recovery Plan	74 -92
Hazard Mitigation Plan	90
Multi-agency and multi-jurisdictional relationships	29

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Part I
EMPG-LEMS Grant Activities
Work Plan Template (v.0922)

This template will not be accepted as part of the grant application

Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.

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Part I
EMPG-LEMS Grant Activities
Work Plan Template

EMPG-LEMS Grant Activities		
EMF-1		
Finance and Administration		
Objective(s) of Planned Activities: *Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring*		
Mandatory Federal Activities for this EMF: Submit updated FFATA		
1st Quarter	Planned Activities: Submit 1st Quarter report and reimbursement request.	Results:
2nd Quarter	Planned Activities: Submit 2nd Quarter report and reimbursement request.	Results:
3rd Quarter	Planned Activities: Submit 3rd Quarter report and reimbursement request.	Results:
4th Quarter	Planned Activities: Submit 4th Quarter report and reimbursement request.	Results:

EMPG-LEMS Grant Activities		
EMF-2		
Laws and Authorities		
Objective(s) of Planned Activities: *Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Facilitate fire restriction authorization process, passing restriction authority from BoCC to Sheriff. • Manage Secure transport licensing	Results:

	as needed. • Coordinate annual ambulance licensing authorization	
2nd Quarter	Planned Activities: • Coordinate local and regional fire restrictions as needed	Results:
3rd Quarter	Planned Activities: • Review/update BoCC Guidelines with Matthew and Joni • Coordinate local and regional fire restrictions as needed	Results:
4th Quarter	Planned Activities: • Review / update resolution 2024-20 Gunnison County Emergency and Disaster Management and Procedures with Matthew and Joni • Coordinate local and regional fire restrictions as needed	Results:

EMPG-LEMS Grant Activities		
EMF-3		
Risk Assessment		
Objective(s) of Planned Activities: *Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment), THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Review CEPA report at Jan 23 MAC Mtg. • Begin prioritizing gaps/needs. • Develop goals/objectives for prioritized gaps.	Results:
2nd Quarter	Planned Activities: • Complete CWPP update.	Results:
3rd Quarter	Planned Activities:	Results:

4th Quarter	Planned Activities:	Results:

EMPG-LEMS Grant Activities		
EMF-4		
Hazard Mitigation Plans and Projects		
Objective(s) of Planned Activities: *Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Develop and post a request for proposal ref hiring a contractor to assist with updating the Hazard Mitigation Plan • Develop timeline calendar for HMP milestones • Develop schedule of HMP meetings • Ongoing CWPP update – attend UGSSC, Leads Team, and CFRI meetings • Attend monthly RFV Wildfire Collaborative meetings • Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC.	Results:
2nd Quarter	Planned Activities: • Complete and adopt CWPP update • Continue update of HMP • Finalize and adopt CWPP • Attend monthly RFV Wildfire Collaborative meetings • Continue to facilitate and close out grant administration of SB21-054 as fiscal agent for WRWC. • UGSSC meetings • Attend monthly RFV Wildfire Collaborative meetings	Results:
3rd Quarter	Planned Activities: • Continue update of HMP • UGSSC meetings • Attend monthly RFV Wildfire	Results:

	Collaborative meetings	
4th Quarter	Planned Activities: • Continue update of HMP. • Adoption of HMP by Dec 31 2025	Results:

EMPG-LEMS Grant Activities		
EMF-5		
Emergency Operations Plans		
Objective(s) of Planned Activities: *Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations.*		
Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.		
1st Quarter	Planned Activities: • **DHSEM – please change CPG 101 date** • Gunnison County EOP scored and approved by DHSEM Dec 2024, and adopted by BoCC via resolution 2024-51	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

EMPG-LEMS Grant Activities		
EMF-6		
Recovery Plans		
Objective(s) of Planned Activities: *Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities:	Results:
2nd Quarter	Planned Activities: • Begin recovery plan review with	Results:

	county staff (Comm Dev, PW, HHS, Finance)	
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities:	Results:

EMPG-LEMS Grant Activities		
EMF-7		
Training		
Objective(s) of Planned Activities: *NIMS training delivery, staff professional development, development of an Integrated Preparedness Plan (IPP)*		
Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.		
1st Quarter	Planned Activities: Implement the CY23 TEP Develop CY24 IPP. This plan should include required training for EMPG funded personnel Report completed training for EMPG funded personnel. • **DHSEM – please update FEMA PDS courses to reflect current requirements** • New Deputy EM completing FEMA PDS and ICS courses • Implement trainings from current Gunnison County and West Region IPP • Update Gunnison County IPP • Attend CO EM Conference	Results:
2nd Quarter	Planned Activities: Report completed training for EMPG funded personnel. • Implement trainings from IPP	Results:

	• Participate in West All Hazards Region IPPW and update WR IPP	
3rd Quarter	Planned Activities: Work with MAC group to determine training and exercise goals for 2024 and 2025. Participate in IPP • Implement trainings from IPP	Results:
4th Quarter	Planned Activities: Report completed training for EMPG funded personnel. • Implement trainings from IPP	Results:

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EMPG-LEMS Grant Activities		
EMF-8		
Exercises		
Objective(s) of Planned Activities*: Participation in exercises as "Sponsoring" and/or "Participating" agencies. Conduct at least one resource management drill/functional exercise.*		
Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year Integrated Preparedness Plan (IPP) that incorporates linkages to core capabilities and update it annually.		
1st Quarter	Planned Activities: Implement exercise program as outlined in the IPP Develop plan to meet grant exercise requirement and review with FM. Report on completed exercises include AAR or CAP • Update Gunnison County exercises in IPP • Participate in exercises as appropriate as outlined in IPP	Results:
2nd Quarter	Planned Activities: Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP • Participate in West All Hazards Region IPPW and finalize WR IPP • Participate in exercises as appropriate as outlined in IPP	Results:
3rd Quarter	Planned Activities: Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP • Participate in exercises as appropriate as outlined in IPP	Results:
4th Quarter	Planned Activities:	Results:

	Implement exercise program as outlined in the IPP Report on completed exercises include AAR or CAP • Participate in exercises as appropriate as outlined in IPP	

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EMPG-LEMS Grant Activities		
EMF-9		
Incident Management		
Objective(s) of Planned Activities: *EOC management, COG, multi-agency coordination, support of incident command operations*		
Mandatory Federal Activities for this EMF: None **State Requirement: Hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.**		
1st Quarter	Planned Activities: • MAC meetings Jan 21, Mar 18 • EOC trainings Jan 21, Feb 18 Mar 18 • Continue to facilitate US HWY 50 Bridge Closures reimbursement requests w/DHSEM and Gunnison County Finance	Results:
2nd Quarter	Planned Activities: • MAC meeting May 20 • EOC Trainings Apr 15, May 20, June 17	Results:
3rd Quarter	Planned Activities: • MAC meetings July 15, Sept 16 • EOC Trainings July 15, Aug 19, Sept 16	Results:
4th Quarter	Planned Activities: • MAC meeting Nov 18 • EOC Trainings Oct 21, Nov 18, Dec 18	Results:

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EMPG-LEMS Grant Activities		
EMF-10		
Communications		
Objective(s) of Planned Activities: *Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Participate in quarterly GHCETSA Board meetings • Coordinate maintenance and repair of four comm sites	Results:
2nd Quarter	Planned Activities: • Participate in quarterly GHCETSA Board meetings • Coordinate maintenance and repair of four comm sites • Meet with contractor ref repairs to Rose Ridge and W Mtn comm sites • Facilitate review and update of Gunnison Communications User Guide	Results:
3rd Quarter	Planned Activities: • Participate in quarterly GHCETSA Board meetings • Coordinate maintenance and repair of four comm sites	Results:
4th Quarter	Planned Activities: • Participate in quarterly GHCETSA Board meetings • Coordinate maintenance and repair of four comm sites	Results:

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EMPG-LEMS Grant Activities		
EMF-11		
Operations Procedures		
Objective(s) of Planned Activities: *Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Update two EOC job aids • Maintain EOC Microsoft Team • Attend quarterly West Region Executive Board meeting • Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting	Results:
2nd Quarter	Planned Activities: • Update two EOC job aids • Update EM COOP • Maintain EOC Microsoft Team • Attend quarterly West Region Executive Board meeting • Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting	Results:
3rd Quarter	Planned Activities: • Update two EOC job aids • Maintain EOC Microsoft Team • Attend quarterly West Region Executive Board meeting • Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting	Results:
4th Quarter	Planned Activities: • Update two EOC job aids • Maintain EOC Microsoft Team • Attend quarterly West Region Executive Board meeting	Results:

	• Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting	

EMPG-LEMS Grant Activities		
EMF-12		
Mutual Aid		
Objective(s) of Planned Activities: *Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • **Gunnison OEM can encourage and offer to facilitate the development and updating of MAA's. However, it is ultimately the responsibility of the agencies to ensure they have appropriate MAA's in place and that they are current. DHSEM should be encouraging the various state response associations (CSOC, CSFFA, CACP, RETAC, CO APWA etc.) to push members to develop/update MAA's and offer to assist in that process.**	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities:	Results:
4th Quarter	Planned Activities: • Send annual request to all agencies for copies of current MAA's and request for new MAA's	Results:

EMPG-LEMS Grant Activities
EMF-13
Resource Management
Objective(s) of Planned Activities: *Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms*

Mandatory Federal Activities for this EMF: None **Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, and a Colorado priority for the EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)**		
1st Quarter	Update resource database in WebEOC • Facilitate CRRF update process as needed • Facilitate Operating Plan process between DFPC, USFS, BLM and the County	Results:
2nd Quarter	Planned Activities:	Results:
3rd Quarter	Planned Activities: • Resource Mobilization Plan review/update	Results:
4th Quarter	Planned Activities:	Results:

EMPG-LEMS Grant Activities		
EMF-14		
Facilities Management		
Objective(s) of Planned Activities: *Monitoring & maintenance of EOC/Alternate EOC facilities and equipment*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Monthly testing of EOC computers, phones, radios and systems • Bi-weekly, log into Genasys, ReadyOp, WebEOC	Results:
2nd Quarter	Planned Activities: • Monthly testing of EOC computers, phones, radios and systems • Bi-weekly, log into Genasys, ReadyOp, WebEOC	Results:
3rd Quarter	Planned Activities: • Monthly testing of EOC computers, phones, radios and	Results:

	systems • Bi-weekly, log into Genasys, ReadyOp, WebEOC	
4th Quarter	Planned Activities: • Monthly testing of computers, phones, radios and systems • Bi-weekly, log into Genasys, ReadyOp, WebEOC	Results:

EMPG-LEMS Grant Activities		
EMF-15		
Crisis Communication, Public Information and Education		
Objective(s) of Planned Activities: *Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.*		
Mandatory Federal Activities for this EMF: None		
1st Quarter	Planned Activities: • Continue to advocate for a full time County PIO • Work with Genasys (Gunnison Regional Alerts vendor) to streamline alerting process • Further define Genasys EVAC implementation • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites	Results:
2nd Quarter	Planned Activities: • Continue to advocate for a full time County PIO • Work with Genasys (Gunnison Regional Alerts vendor) to streamline alerting process • Meet with GRCC to review/update dispatch initiated alerting procedures • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites	Results:

3rd Quarter	Planned Activities: • Continue to advocate for a full time County PIO • Work with Genasys (Gunnison Regional Alerts vendor) to streamline alerting process • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites	Results:
4th Quarter	Planned Activities: • Continue to advocate for a full time County PIO • Work with Genasys (Gunnison Regional Alerts vendor) to streamline alerting process • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites	Results:

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2025 EMPG-LEMS Annual Program Paper
Gunnison County
Part II Jurisdiction Information and Signatures (v.010118)

Note: This document serves to meet the requirements of §24-33.5-707(7), C.R.S.

Jurisdiction Name:

Emergency Program Manager

Name: Scott Morrill
Job Title: Emergency Management Director

Mailing Address: 200 E. Virginia Av. Gunnison CO 81230

Physical Address (if different): 510 W. Bidwell Av Gunnison CO 81230

Phone Contact Information

Office Phone number: 970-641-2481
24 Hour Emergency Line: 970-641-8201 (Gunnison Dispatch)
Office Fax:
Cellular: 970-275-1370
Pager:
E-Mail Address: smorrill@gunnisoncounty.org

Employment Status (Please indicate how many)
Paid Full Time: 1 Paid Part Time: Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Assistant County Manager Director of Health and Human Services

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 40

Additional Emergency Management Staff			
Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	**1**	**40**	**28**
Paid full time clerical			
Paid part time professional			
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title) __Jonathan Houck_____

Chief Executive Officer (if different from above) __Matthew Birnie_____

Signature/Chief Executive _____Date_____

Signature/Emergency Manager/Coordinator ____ Scott Morrill _____ Date __12/30/2024_____

Signature/DHSEM Regional Field Manager_____ Date _____

DHSEM EMPG 2025 NQS Requirement

Division of Homeland Security and Emergency Management (DHSEM) NQS Implementation Plan
Emergency Management Performance Grant (EMPG) 2025

To: DHSEM

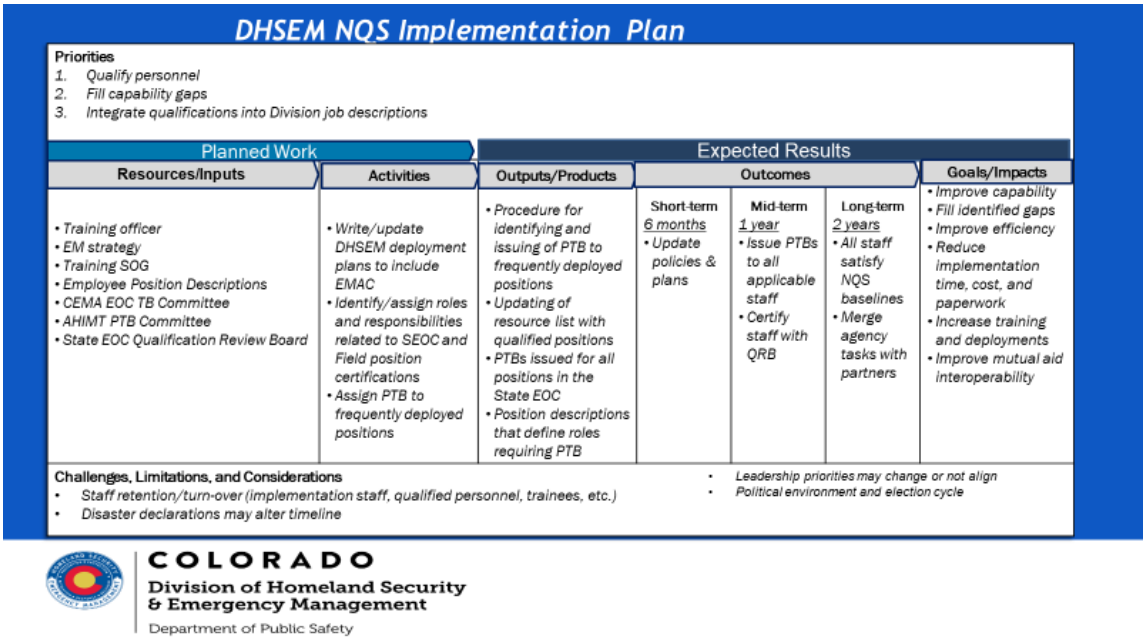
From:

Re: DHSEM NQS Implementation Plan

Regarding the EMPG requirement for the implementation of the National Qualification System (NQS), we note the following;

_____ We do not plan to deploy EMPG-funded personnel for incidents outside of the State of Colorado or to areas that would require a national qualification. This does not apply to our current or established local agreements in helping peers and partner agencies within Colorado.

__X__ We do plan to deploy EMPG-funded personnel for incidents outside of Colorado or to areas that require a national qualification. We will follow the NQS implementation plan for the State of Colorado for any of our EMPG staff who initiates availability to deploy and have a record of qualifications to provide at deployment



Gunnison County Emergency Management Director – Scott Morrill

Signed  12/30/2024

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Signature Authorization Form

All fields on this form must be completed to be accepted.
All authorizations require two (2) or more signatures depending on the authorization purpose. This form allows saving for single signatures to supplement for three (3) or more required signatures.

For Application authorizations ONLY:

- *Please indicate the Grant Program and Year in place of the award agreement encumbrance number below.*
- *Applications which require more than two (2) signatures, please complete additional forms as necessary to fulfill the requirements for signatures as outlined in the instructions for the grant application.*

SUBRECIPIENT NAME:	Gunnison County
AWARD AGREEMENT ENCUMBRANCE NUMBER:	2025 LEMS EMPG

Please select the authorization purpose for this signature submission: Authorize Application

The Subgrantee and responsible signatories certify by signing that they have read and understand the Application including the grant requirements, and if awarded, are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in Federal and DHSEM grant guidance. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

Signature Authorization Section:

PRINTED: Signature #1 Name	Matthew Birnie	PRINTED: Signature #2 Name	Scott Morrill
TITLE for Signature #1	County Manager	TITLE for Signature #2	Emergency Manager
EMAIL for Signature #1	mbirnie@gunnisoncounty.org	EMAIL for Signature #2	smorrill@gunnisoncounty.org
PHONE for Signature #1	(970) 641-0248	PHONE for Signature #2	(970) 641-2481
DATE of Signature #1		DATE of Signature #2	12/31/2024

Scott Morrill
Digitally signed by Scott Morrill
Date: 2024.12.31 08:21:59 -07'00'

Signature #1 | Signature #2

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Amendment #1; CTGG1 QAAA 2025-2669

Action Requested: Other Approval of Contract - Docusign will be sent at a later date

Parties to the Agreement:

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

Summary:

Requesting review and approval of the Community Based Child Abuse Prevention Contract Amendment #1

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 1/2/2025

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

Comments:
Legally sufficient. SO 12/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

COLORADO
Department of Early Childhood

STATE OF COLORADO GRANT AGREEMENT MODIFICATION

GRANT AGREEMENT AMENDMENT #1

State Agency
Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

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

Original Agreement Number
CTGG1 QAAA 2025-2669

Amendment Agreement Number
CTGG1 QAAA 2025-2669 A1

Agreement Performance Beginning Date
October 1, 2024

Current Agreement Expiration Date
September 30, 2025

Current Agreement Maximum Amount
Initial Term
Federal Fiscal Year 2025 $75,000
CTGG1 QAAA 2025-2669

Extension Terms
None

Total for All State Fiscal Years $75,000

Signature Page Begins on Next Page
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COLORADO
Department of Early Childhood

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE
Gunnison County

By: Matthew Birnie, County Manager

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colroado Department of Early Childhood

By: Mary Alice Cohen, Chief Program Officer, Office of Program Delivery

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Laura Curnow, CDEC Controller

Amendment Effective Date: _____

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

COLORADO
Department of Early Childhood

1. PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

4. PURPOSE

Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care. This Amendment #1 shall amend Exhibits A and C. There is no change to the total amount of funds for services in FFY25.

5. MODIFICATIONS

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

A. Exhibit A – Statement of Work

Exhibit A – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit A of the Original Agreement.

B. Exhibit C, Additional Provisions

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between

the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

COLORADO
Department of Early Childhood

Statement of Work

Gunnison County Health and Human Services Community Based Child Abuse Prevention (CBCAP) CBCAP Implementation

CDEC Program Contract Manager

- Katelyn Lammie – Katelyn.Lammie@state.co.us

Abbreviations

- CDEC – Colorado Department of Early Childhood
- SOW - Statement of Work
- FCCH – Family Childcare Home Providers
- FFN – Family, Friend and Neighbor

Glossary

-

Introduction/Background

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

Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined in the included work plan. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. In this work we plan to continue to engage key community partners on a regular basis in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs through the community-based child abuse prevention funding as well as work closely with community partners to expanded access to affordable child care options with an emphasis on summer child care.

Period of Performance

October 1, 2024 - September 30, 2025

Where Services Shall Be Performed

Colorado

Work Plan

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

Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicates in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Data entry and annual reporting and evaluation are submitted according to the communicated timeline	As defined by programmatic instruction provided by CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Parenting courses that best respond to local needs and conditions to parents of children ages 0-14 in Gunnison County.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Work with key stakeholders to identify a parenting course that best responds to local needs and conditions and ensure that facilitators are trained to administer the course to fidelity.	October 1, 2024 – September 30, 2025	Parenting course is selected and staff is trained to offer course to fidelity.	Course selected and necessary training completed.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Marketing Materials for selected parenting course.	October 1, 2024 – September 30, 2025	Marketing materials to promote selected parenting course shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two parenting courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents Course facilitators	Personnel Contractors/Consultants
Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Organize summer childcare planning meeting with community partners.	Upon execution – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	Upon execution – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	**Person(s) Responsible**	**Budget Category**
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

SCHEDULE/MILESTONES

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

ACCEPTANCE CRITERIA

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

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

A. The Contractor shall submit requests for payment to the OnBase Invoice Submission Process no less than monthly on forms prescribed and provided by the State.

i. Link to Frequently Asked Questions about the OnBase Invoice Submission Process.

ii. Link to Vendor Invoice Guidance

iii. For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.

iv. For invoice issues, please contact CDEC_Invoicing@state.co.us.

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

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

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall

review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

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

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

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

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

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

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

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

12. GIFT CARDS

A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations 45CFR75.406 and 45CFR75.302.A for more information.

Docusign Envelope ID: FCBB0071-FC64-4322-A20E-3233A892E8E1

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency
Colorado Department of Early Childhood

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

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

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

Grant Amount

Initial Term	
Federal Fiscal Year 2025	$75,000
CTGG1 QAAA 2025-2669	
Extension Terms	
None	
Maximum Amount for All Fiscal Years	$75,000

Options

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

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

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

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

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

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

Docusign Envelope ID: FCBB0071-FC64-4322-A20E-3233A892E8E1

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE Gunnison County Signed by: Matthew Birnie DF57D9FBAE8C463... By: Matthew Birnie, County Manager Date: 9/27/2024	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director DocuSigned by: Jeanni Stefanik DB0353F9B302434... By: Jeanni Stefanik, Chief Financial Officer Date: 9/27/2024
2nd State or Grantee Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Laura Curnow
1BACFE9336394E2...
By: Laura Curnow, CDEC Controller

Effective Date: 9/27/2024

Docusign Envelope ID: FCBB0071-FC64-4322-A20E-3233A892E8E1

1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

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

B. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Except as stated in **§2.C**, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. End of Term Extension

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

D. Early Termination in the Public Interest

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

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

E. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

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

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

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

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

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

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

K. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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

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

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

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

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

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

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

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

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

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U. "**Recipient**" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

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

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

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

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

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

AA. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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

CC. "**Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

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

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

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

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

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

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

B. Federal Recovery

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

C. Reimbursement of Grantee Costs

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

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

D. Close-Out.

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

E. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Performance and Final Status

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

B. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

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

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy

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for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for

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the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

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13. NOTICES AND REPRESENTATIVES

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

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level

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AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

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

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COLORADO
Department of Early Childhood

Exhibit A

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

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

Introduction/Background

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

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

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

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

Scope of Work

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

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Exhibit A

Period of Performance

October 1, 2024 – September 30, 2025

Work Plan

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

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

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

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

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

Schedule/Milestones

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

Acceptance Criteria

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

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BUDGET WITH JUSTIFICATION FORM

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

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

Expenditure Categories

Personnel Services - Salaried Employees

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

Contractors/Consultants (payments to third parties or entities)

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

Travel

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

Supplies & Operating Expenses

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

Training and Technical Assistance

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

Indirect Costs

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

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

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Exhibit C

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

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

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

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

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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

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

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

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

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HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

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3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

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iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

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k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

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ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction

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infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

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

   i. Reserved.

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

   i. Reserved.

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

   i. Reserved.

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

   i. Reserved.

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

   i. Reserved.

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

   i. Reserved.

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COLORADO
Department of Early Childhood

EXHIBIT E - Supplemental Provisions for Federal Awards

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

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

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

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

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

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

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

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

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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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.

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

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

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

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

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

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

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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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.

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4. TOTAL COMPENSATION.

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

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

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

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

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

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

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

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

7.1.1.1. Subrecipient DUNS Number;

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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.

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

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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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;

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

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

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

EXHIBIT END

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COLORADO
Department of Early Childhood

EXHIBIT F, SAMPLE OPTION LETTER

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

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

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

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

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

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. 7 to Community Integration Agreement

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Health Maintenance Organization- United HealthCare Services

Term Begins: 01/01/2025 **Term Ends:** **Grant Contract #:**

Summary:

This agreement is between RMHMO and Gunnison County Health and Human Services, known as "Contractor." Contractor agrees to function as an Integrated Community Care Team (ICCT) in Regional

Fiscal Impact:

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 1/2/2025

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

Comments:
Exhibit C & D require the parties to indemnify each other (paragraph B on last pages). Otherwise legally sufficient. SO 12/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

AMENDMENT NO. 7
TO COMMUNITY INTEGRATION AGREEMENT
MR321782

This AMENDMENT NO. 7 TO COMMUNITY INTEGRATION AGREEMENT ("Amendment") is made as of January 1, 2025 (the "Amendment Effective Date"), between Rocky Mountain Health Maintenance Organization, Inc.("RMHMO") dba United HealthCare Services, Inc., a Minnesota corporation with offices at 9700 Healthcare Lane, Minnetonka, MN 55343 ("UHS"), on behalf of itself and its affiliates, and Gunnison County Health and Human Services Serving Gunnison County ("Vendor") with its principal offices located at 200 East Virginia Avenue Gunnison, CO 81230 ("Vendor") with reference to the following facts:

A. RMHMO and Vendor previously have entered into that certain Community Integration Agreement, dated January 1, 2019 (the "Agreement").

B. UHS and Vendor now desire to amend the Agreement as set forth below in this Amendment.

In consideration of the mutual promises and covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms defined in the Agreement shall have the same meaning when used in this Amendment.

2. AMENDMENT

2.1 Section 8A (Effective Date/Duration) of the Agreement is hereby deleted in its entity and replaced with the following:

"A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2025, unless otherwise terminated in accordance with the provisions of this Agreement."

2.2 Exhibit A (Community Integration Agreement – Scope of Services) of the Agreement is deleted in its entirety and replaced with the attached hereto Attachment 1.

3. NO OTHER CHANGES.

Except as specifically amended by this Amendment (and any other amendments executed by the parties) pursuant to Section 9I of the Agreement, the Agreement is unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Amendment Effective Date.

UNITED HEALTHCARE SERVICES, INC. ON BEHALF OF ITSELF AND ITS AFFILIATES		**GUNNISON COUNTY HEALTH AND HUMAN SERVICES**	
By:	_____ (Authorized Signature)	By:	_____ (Authorized Signature)
Name:	_____ (Print or Type)	Name:	_____ (Print or Type)
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ATTACHMENT 1

Exhibit A to Community Integration Agreement for Gunnison County Health and Human Services Serving Gunnison County

Scope of Services for Integrated Community Care Team (ICCT)

Program Year Ending December 31, 2025

Purpose and Background

This agreement is between RMHMO and Gunnison County Health and Human Services, known as "Contractor." Contractor agrees to function as an Integrated Community Care Team (ICCT) in Regional Accountable Entity (RAE) Region 1 (including the RMHMO PRIME Program).

ICCTs are a critical component of the RAE, which honors local intelligence and leadership to drive community-level vision and innovation aimed at improving the health and well-being of all community Covered Persons served by Medicaid.

The ICCT builds capacity and infrastructure in the Health Neighborhood by providing comprehensive case management services in Region 1. ICCTs provide team infrastructure, including a supervisor and human resources support; management of payroll, benefits and compensation; access to HIPAA-secure electronic devices; workspace (if needed); compensation for mileage and other necessary and usual supports.

ICCTs are multi-disciplinary and can be comprised of a wide range of health care professionals. The ICCT structure is flexible and can be adapted to the needs of the community being served. Additionally, ICCT staff can be located in multiple settings, including remote locations, a shared administrative office space, community mental health center (CMHC) or primary care medical provider (PCMP) office. Case managements may meet with Covered Persons in their homes and other community locations, like homeless shelters, hospitals and other public places; case management can also occur virtually via a secure telehealth resource.

RMHMO and Contractor agree to develop programs that improve the health and well-being of Colorado Medicaid Members. Such programs shall be designed to

- Promote access to quality care (including specialty and medication services), support health maintenance and preventive health activities, organize care between Members and the health neighborhood (including coordination of medications, specialists, and therapists), and lower barriers to care.

- Prioritize outreach and case management activities for Members identified as complex by RMHMO.

- Development of a trans-disciplinary, community-based case management infrastructure for attributed Covered Persons.

- Integration of behavioral health services in clinical, financial, and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change, and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.

- Development of new data use processes and competencies to align available practice resources with population health management priorities and gaps and increase quality of and access to care.

- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation, and shared decisions; and

- Active partnership with RMHMO in achieving Key Performance Indicator (KPI), Behavioral Health Incentive Program (BHIP), and Performance Improvement Plan (PIP), PRIME Medical Loss Ratio (MLR) goals as set forth in RMHMO's contract with the Colorado Department of Health Care Policy and Financing (HCPF).

I. Key Community Partners

The ICCT and RMHMO acknowledge and agree that, while all parties are collectively and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to be successful does not rest solely within the scope of their respective or collective control. Contractor and RMHMO agree to actively collaborate actively with other organizations and resources in the community, which share responsibility for program success. ICCTs will have formal and informal relationships with Key Community Partners in the Health Neighborhood. The ICCT will:

1. Outreach to and coordinate with Key Community Partners to establish a point of contact with each entity. Outreach includes the following activities:
    a. Participation in relevant community efforts, including regional RMHMO initiatives, such as community corrections programs, IOGs, etc.
    b. Activities to engage Covered Persons using evidence-based/promising practice programs in the community to address social determinants of health (SDOH).
    c. Identification of barriers that Covered Persons experience when accessing the Health Neighborhood and community resources
2. Reach out to RMHMO for support in establishing more formal memorandums of understanding (MOUs) to support these relationships, as necessary.
3. Offer to meet with and/or present to entities and providers within the Health Neighborhood to introduce the ICCT as a shared resource for the community, describe the services and supports the ICCT provides, how to refer to the ICCT, and develop collaborative processes for referrals and ongoing communication.
4. ICCTs are RAE case management representatives and will ensure that they identify themselves as such in meetings, interactions with Covered Persons and stakeholders and in community settings. As such, ICCTs will maintain professionalism in meetings and when conducting activities on behalf of RMHMO.

II. Sub-Delegation of Agreement Responsibilities

RMHMO agrees to allow Contractor to sub-delegate Case management activities in sections IV through XIX below under this Agreement to the following entities: N/A

1. All sub-delegated CC activities under this Agreement shall be subject to any terms and conditions imposed by RMHMO. RMHMO retains the right to term Contractor's sub-delegated agreements.
2. The sub-delegated entities listed above must assume all such rights, duties and responsibilities of this Agreement and Contractor must execute agreements with sub-delegated entities that reflect these rights, duties, and responsibilities.
3. Contractor is responsible for managing these sub-delegated entities and is ultimately responsible for meeting all terms of this Agreement.

III. Geographic Catchment Area

1. The ICCT is responsible for the RAE Covered Persons (inclusive of RMHMO Medicaid Prime Covered Persons) assigned to Region 1 in a geographic catchment area as defined by RMHMO.
2. Contractor is responsible for all Covered Gunnison County
    a. Contractor is responsible for providing services for all Covered Persons assigned to them regardless of where the Member does or does not receive care.
3. If it is confirmed that a referral the Contractor receives is for a Covered Person who does not receive care within the geographically defined catchment area, then upon receiving a referral for a Covered Person, regardless of catchment area or attribution, the ICCT will assess and manage the Covered Person for immediate urgent or emergent needs prior to a warm handoff to the appropriate ICCT.
4. If the Covered Person is not eligible for Medicaid or has lost eligibility, the ICCT will assist the Covered Person with either gaining eligibility (if the Covered Person qualifies) or make best efforts to ensure a connection is made with a community partner who is able to provide case management for Covered Person prior to disengaging with Covered Person. In this case, the ICCT may provide case management Services while Medicaid eligibility is established.
5. Contractor will provide case management and support for Covered Persons assigned to the defined geographic catchment area but receiving care outside of the catchment area. This may include individuals receiving care outside of Region 1 in Colorado or receiving care from an out-of-state provider.

IV. Organizational Structure

ICCTs will:

1. Establish a supervisory/management structure.
2. Multidisciplinary ICCTs will organize their work to optimize the use of each staff member's professional credentials, experience, and individual skills. The following are preferred areas of expertise and credentialing within the ICCT:
    a. Behavioral health (i.e., LCSW)
    b. Physical health (i.e., registered nurse)
    c. SDOH (i.e., social worker)
    d. Outreach and engagement staff who are skilled at broad outreach, including telephone outreach to support transitions of care
    e. Support staff who can assist Covered Persons with complex needs
3. Follow RMHMO Medicaid Case management Policy and Procedure for case management activities including specific policies and protocols for:
    a. Receiving and processing referrals
    b. Conducting follow up outreach calls
    c. Complex case management screening, assessment, person-centered care planning and goal setting, ongoing management and case closure due to loss of contact or completion of goals
4. Develop strategies and workflows specific to meeting the requirements under this Agreement, including the RMHMO Medicaid Case management Policy and Procedure listed above.
5. Each ICCT will have a "super-user" who is an expert in the RMHMO case management documentation platform (currently Essette) and other case management systems (e.g., health information exchange) and can support light troubleshooting and training for other ICCT staff.
    a. That person will also interact with RMHMO's Essette support team when more complicated issues arise.

RMHMO will provide timely responses to technical issues and support in developing policies, training, and other elements of the ICCT organizational structure upon request from ICCT.

V. Support of Key Performance Indicator (KPIs) Improvement

1. ICCT will partner with RMHMO and local community stakeholders to impact performance on KPIs, Behavioral Health Incentive Program (BHIP) Measures, PRIME Incentive Measures as defined by CDHCPF. RMHMO will provide ICCT with most current KPI, BHIP, and PRIME incentive Measures specifications. Current measures include:

VI. Complex, Condition Management and Case Management Referral Expectations

1. Covered Persons with complex needs are identified through the Impact Pro risk stratification tool. Impact Pro creates a risk profile based on Member demographics, diagnoses, and health care utilization to generate a risk score predictive of future cost.

2. RMHMO defines Covered Persons as having complex needs if they have the highest Impact Pro risk score in at least one of the the following categories:
    a. RAE Adults
    b. RAE Children
    c. RAE Prime Adults
    d. RAE Prime Children

3. The RMHMO condition management strategy is designed to reduce the complexity of health care delivery ensure culturally appropriate condition management programs are offered to all Members. RMHMO condition management includes three primary areas of focus:
    a. Comprehensive Member-centric case management
    b. Clinical quality improvement
    c. Cultural competency, diversity, and inclusion

    Members are identified through claims and other data sources and are categorized for outreach based on the RMHMO Population Management Strategic Plan, National Committee for Quality Assurance (NCQA) population health program standards and RAE risk stratification requirements.

4. RMHMO will refer Covered Persons included in Complex and Condition Management risk categories to ICCT on a regular basis via Essette referral campaign, ECG Quick Connect, or Secure email. ICCT will reach out to Covered Persons on referral lists to initiate case management. ICCT will complete three outreach attempts using two modalities within a 30-days of referral or util the Member is reached.

VII. Case Management and Complex Case management

Contractor is expected to develop a case management strategy to serve Members case management referred by RMHMO or other community partners. Specific case management tools or strategies can include the following themes:

1. Communication, cultural responsiveness, and disability competent care,
2. Proactive education promoting the effective use of Medicaid benefits,
3. Training resources for case management staff and providers,
4. Use of technology to outreach Covered Persons
5. Promotion of health and wellness – engaging Covered Persons in CDHCPF's priority areas.

Contractors engaging with any Covered Person for case management purposes will integrate the following approaches when performing outreach activities:

1. Person and family-centered approach to Case management, which takes into consideration the preferences and goals of Covered Persons and their families. This will include cultural and linguistic needs and will connect Covered Persons to the appropriate resources
2. Therapeutic techniques, motivational interviewing, and a trauma-informed approach.
3. Connect Covered Persons with agencies for determination of eligibility for other available benefits and community resources such as TANF, HCBS Waivers, SNAP, etc. and utilize RMHMO and will assist Covered Persons in signing up for benefits, as needed.
4. Coordinate services across all providers within the Health Neighborhood and facilitate communication between providers and other community partners involved in the Covered Person's care.
5. Accompany Covered Persons to appointments as appropriate and requested, supporting them to navigate health and social services.
6. Support Covered Persons to choose and make an appointment with a PCMP and encourage timely preventive care, including well-child visits, immunizations, prenatal and postpartum care, annual dental visits, timely health screenings for adults.
7. Encourage and support self-management of chronic conditions, including diabetes, cardiovascular disease, congestive heart failure, mild to moderate depression and anxiety, and asthma and will refer to disease management programs, if appropriate
8. Support and refer Covered Persons to programs designed to support special populations, crisis programs for intellectual or developmentally disabled individuals, programs for Covered Persons who are involved with criminal justice, etc.
9. Work collaboratively with other community agencies (e.g., CCB, SEP/LTSS), to provide support and successful transitions of care.
10. ICCTs will follow assigned RMHMO process workflows, required turnaround times and documentation standards to ensure consistency and compliance across teams.
11. ICCTs will be responsible for ensuring staff compliance and quality standards are met.
12. ICCTs will ensure that Covered Persons with behavioral health needs are connected to behavioral health providers and resources.

A designated contact from RMHMO's Case management leadership will serve as a resource for ICCTs to provide timely responses to issues, support case reviews, provide guidance, answer questions, and coordinate needed resources.

VIII. Extended Case management Expectations

Extended case management is defined as Covered Individuals with a care plan in place for ongoing case management needs. It is a best practice, whenever possible, for Case management to occur at the point of care. ICCTs serve as practice extenders and add to the overall capacity of the Health Neighborhood to support Case management for Covered Persons with Complex and Condition Management needs. Case management activities are specified within the RMHMO Medicaid Case management Policy and Procedure (Attachment A-1), which guides the required extended case management activities of each ICCT. The policy requires the ICCT to:

1. Accept referrals from any entity in the Health Neighborhood, such as RMHMO case management, other ICCTs, another RAE, practices, hospitals, referrals from community partners, self-referral, etc.
2. Perform an initial screening to determine need for services
3. Complete a comprehensive assessment for Covered Persons with identified needs within two months of initial outreach.
    a. The assessment will include questions about physical, behavioral health and SDOH needs; will assess for status of cognitive and functional activities of daily living, and instrumental activities of daily living and condition-specific issues. The comprehensive assessment includes documentation of clinical and behavioral health history, including medications, initial assessment of life-planning activities, evaluation of cultural and linguistic needs, preferences or limitations, evaluation of visual and hearing needs, preferences or

limitations, evaluation of caregiver resources and involvement and identification of barriers to Covered Person meeting goals or complying with the case management plan. This comprehensive assessment will be face-to-face, if possible.

4. Work with the Member to develop SMART goals and a Member-centered care plan. The care plan will define Member's current supports, providers, and services, identify barriers and will determine frequency of case management outreach and support.
5. Follow up within 7 days for all Covered Persons who are on a care plan if they have had a clinical incident (ER or inpatient visit).
6. Follow up with Covered Persons who miss specialty care appointments to ensure transportation is secure for rescheduled appointment.
7. Evaluate appropriate case closure due to loss of contact or completion of goals.
8. Document activities as set forth in RMHMO's documentation workflows.

IX. Transitions of Care

ICCTs are responsible for supporting transitions of care activities for populations in their geographic catchment area and attributed population. Transitions of care activities have timeliness and other requirements including:

1. Transitions of care activities will be performed for Covered Persons including, but not limited to: children involved with child welfare, Medicaid-eligible individuals transitioning out of the criminal justice system, Covered Persons receiving LTSS services, and Covered Persons transitioning out of institutional settings.
2. ICCT will support transitions for Covered Persons who:
    a. Transfer from one RAE to another RAE when Covered Persons are actively engaged in Case management and/or receiving covered services through the Capitated Behavioral Health Benefit
    b. Transfer from institutional settings to community-based services.
    c. Are children involved with child welfare, children aging out of the foster/kinship care system and other targeted special populations.
    d. Are Medicaid-eligible Covered Persons transitioning out of the criminal justice system.

Activities to support transitions of care include answering Covered Persons questions, assessing for needs, supporting scheduling of follow-up appointments, ensuring that home care services are established if ordered and proactively identifying and addressing risks associated with hospital readmission or avoidable ER visits and connecting with other agencies to support SDOH, BH, etc.

X. Special Populations

ICCTs are responsible for supporting RMHMO programs that address the needs of Special Populations. It is the role of the ICCT to outreach and intervene with these special populations to link them to appropriate and available services to meet their needs.

1. **Department of Corrections (DOC) Criminal Justice Transitions Program:** Support with physical, behavioral, and social needs as they transition from prison back into the community
2. **Foster Care:** Support them physical, behavioral and social needs as Members transition and establish support.
3. **High Risk Maternity:** Support RMHMO program and work with community partners (e.g., Nurse Family Partnership) to support Members experiencing a high-risk pregnancy.
4. Complex Newborns: support family with physical, behavioral and social needs; work closely with Nurse Family Partnership and Healthy Communities to support newborns and their families.
5. **Client Over-Utilization Program (COUP):** The contractor shall review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to the Department.

6. **Persons with Disabilities (PWD):** Support Adults and children with or without Intellectual and Developmental Disabilities (IDD). Focus on supporting physical, behavioral, and social needs through collaboration with SEP/LTSS, CCB, and other community agencies.
7. **Hotspotters:** Segmentation of membership by actionable metrics in order to target populations for intervention. Identification of member cohorts by risk factor, geography, diagnosis, utilization, cost of care, and other factors.

XI. Referral Protocols

- ICCTs will be trained in and use available technology to close the referral loop, ensuring to the extent possible that the Covered Person is supported to act on the referral for services and the service provider acknowledges the referral.
- When the ICCT receives a referral from any Health Neighborhood partner, the ICCT is required to acknowledge and respond to the referral within 2 business days.
- The ICCT is encouraged to create a close-the-loop protocol in collaboration with key community partners.

XII. Use of Technology and Tools

In order to support an integrated network of communication across case management resources throughout the region, RMHMO or its partners will provide and support shared technology. ICCTs will be trained on, adopt, and promote the following tools:

- RMHMO Case management platform (currently Essette) and use of Admissions, Discharge and Transfer (ADT) data
- Telehealth platforms designed to increase access to care (e.g., Cirrus MD)

ICCTs agree to adopt future technologies designed to enhance communication across systems, the provider network and support services.

XIII. Training

1. RMHMO will offer the following trainings and encourage Contractor to attend:
    a. Use of Essette & documentation Standards
    b. UnitedHealth Care Learning Source Trainings
    c. Transitions of Care
    d. Comprehensive Assessment
    e. Strategies for supporting high-complexity clients
    f. Bridges Out of Poverty
    g. Person centered approach to care planning and case management
    h. Cultural Competency
    i. Disability competency
    j. Trauma-informed care
    k. Knowledge of local resources and services
    l. Ethics
    m. Healthy Eating & Active Living and how to promote these activities with Covered Persons
    n. Stress management & self-care
    o. Zero Suicide Initiative
    p. Training for the 7 core competency skills: patient engagement, stages of change, Motivational Interviewing, case management, supporting behavior change, Adherence support, group self-management

q. Additional advanced training includes Trans-theoretical model of stages of change, management of chronic pain, family planning and pregnancy/child development, Basic understanding of common disease processes (addiction disorders, diabetes, anxiety, depression, CV disease, etc.).

2. RMHMO will be an ongoing resource for Essette training and support. Reports are available through Essette platform for the ICCTs query that allow them to monitor their own performance under this Agreement.
3. ICCTs will be responsible for completing all recommended and required compliance trainings through UnitedHealthcare LearnSource or other modalities in a timely manner and by required due dates.

XIV. Reporting

1. **Complex Case management Report (Monthly):** If the ICCT documents all of its Case management activities in Essette, RMHMO will pull all RAE 1 Complex Case management data out of that system and provide copies to the Contractor.
   - Complex Case management data is due monthly.
   - RMHMO will send the file via ECG Connect and will provide a due date, 45 days after dissemination of the file. This timeframe is based on initial telephonic outreach within 20 days of receipt of the file and a secondary outreach for Covered Persons not reached within the subsequent 10 days. A letter will be sent to Covered Persons not reached within two telephonic attempts.
2. **Condition Management Report:** If the ICCT has programs for any of the following conditions, the ICCT will provide a description of those programs to RMHMO upon request for reporting to CDHCPF:
   - Maternity
   - Diabetes
   - Hypertension
   - Congestive Heart Failure/ Cardiovascular Disease (CHF/CVD)
   - Asthma
   - Chronic Obstructive Pulmonary Disease (COPD)
   - Anxiety
   - Depression
   - Chronic Pain
   - Substance Use Disorder

   ICCT will provide narrative to RMHMO on dates defined by RMHMO based on timeline set by CDHCPF.

3. **COUP Report (Quarterly):** ICCT will review quarterly COUP report on its attributed Covered Persons, outreach to all Covered Persons on report and complete COUP report with outreach feedback by report deadline so that RMHMO can forward report to CDHCPF. The report is due to the CDHCPF on the 10th business day of the month following the end of the previous quarter.
   - Quarterly COUP Covered Persons Distribution: RMHMO will transmit files to ICCT either via ECG Connect or through an Essette campaign.
   - RMHMO may request a "check in" file of the quarterly COUP Covered Persons progress.
   - Completed COUP Outreach and Navigation file from Contractor will be due within 45 days of dissemination of the COUP Member list.

4. **ICCT Staffing Measures** (At least annually by July 15th of each year and as changes occur:
   - Number of FTEs dedicated to case management
   - Professional credentials of each staff Covered Person
   - Trainings completed during the reporting period for each staff Covered Person

- Staff retention
    - Staff turnover in the reporting period (including date ranges for any vacancies)
    - Positions filled
    - Length of time position is open

5. **Narrative and Qualitative Reporting**
    - Frequency: as requested
        - Qualitative stories on Covered Persons who benefitted from ICCT support and examples of case management activities performed during the reporting period
        - Frequency: Bi-annually
        - Support RMHMO in pulling records and creating case studies for RMHMO annual HSAG audit.

XV. Meetings, Oversight and Audits.

1. **Meetings:** Each ICCT will meet quarterly with RMHMO; quarterly meetings will cover: Policy and Program updates, contract requirements, performance data, barriers and solutions, training needs, audit results, and additional items as appropriate.
    a. An ICCT leadership representative or their designee must attend quarterly contract meeting and a quarterly Case management region wide meetings.
    b. An ICCT leadership representative or their designee must attend ad hoc care conferences (e.g., Creative Solutions) with other key community partners and RMHMO Case management to problem-solve specific complex cases.
    c. An ICCT leadership representative must attend ad hoc meetings with RMHMO leadership to bilaterally address operational questions and concerns and strategically plan as needed.
2. **Oversight**
    a. RMHMO will oversee and monitor ICCT activities to ensure that they conform to the goals of its Case management program.
    b. RMHMO will measure the performance of the ICCTs
    c. RMHMO will use reports pulled from Essette and reports sent by ICCT teams who do not use Essette to measure performance and complete deliverables.
3. **Audits**
    a. Annual Audit of each ICCT by RMHMO to include review of documentation for clarity, completeness and quality including a review of Reporting as described in section XVI of this agreement.
    b. RMHMO will work with Contractor to coordinate dates and times of audits. Audits may result in progressive corrective action as needed to correct concerns identified by RMHMO Case management leadership.

XVI. Budget & Payment

1. ICCT shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement.
2. Payment may be reduced at RMHMO's sole discretion for any staffing vacancies. RMHMO shall not reduce funding by more than an amount that is proportional to the duration of the vacancy. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
3. RMHMO may at its sole discretion reduce payment amounts by up to ten percent (10%) for any quarter where the Contractor does not accept referrals for those Members in their catchment. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.
4. Payment Schedule

Payment Dates	Payment Amounts (per quarter)
March 14,2025	$8,250.00
June 13, 2025	$8,250.00
September 15, 2025	$8,250.00
December 15, 2025	$8,250.00
Total	$33,000.00

XVII. Resources and Budget

1. The Contractor will hire and maintain the following positions to support coordination of care for Covered Persons in Contractors Geographic catchment area:
2. (List of resources below, example: list of FTE, table etc.)

Position	FTE
Care Coordinator	0.5
Total	**0.5**

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Integration Agreement, including but limited to staffing and referral requirements itemized above. The parties explicitly acknowledge that the Medicaid Accountable Care Collaborative Program and the RAE is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RAE payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder

commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

COMMUNITY INTEGRATION AGREEMENT

INTEGRATED COMMUNITY CARE TEAM

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado corporation d/b/a Rocky Mountain Health Plans, (herein "RMHMO")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
(Contractor)

Address of Contractor:
220 N. Spruce St
Gunnison, CO 81230

Tax ID No: 84 6000 770

Rocky Mountain Entities (RMEs) offer and administer Health Care Plans in Colorado.

Health Care Plans offered by RMEs are marketed under the trade name of "Rocky Mountain Health Plans."

RMHMO, on behalf of RMEs, desires to delegate Care Coordination activities to Contractor, and Contractor desires to accept such delegation, subject to the attached Terms and Conditions. Contractor will be reimbursed for such Care Coordination activities as set forth in the attached Terms and Conditions.

This Agreement shall have no effect on any other agreements that may exist between the parties.

Contractor and RMHMO agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado corporation d/b/a Rocky Mountain Health Plans

By: _____

_____
(Print/type name)

Title: _____

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
(Contractor)

By: _____
(Signature)

Jonathan Houck
(Print/type name)

Title: Chairperson, BOCC

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado corporation d/b/a Rocky Mountain Health Plans (herein "RMHMO")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (Contractor)

Address of Contractor:
220 N. Spruce St.
Gunnison, CO 81230

Tax ID No: 84 6000 770

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Vendor/Contractor are parties to an underlying agreement for services.

The terms of the underlying agreement for services result in Vendor/Contractor's providing services to RMHMO, who is classified as a "Business Associate" of the Colorado Department of Health Care Policy and Financing under the Health Insurance Portability and Accountability Act of 1996.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all vendors and contractors and subcontractors who require access to PHI in order to perform functions on behalf of an RME.

Vendor/Contractor and RMHMO agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado corporation d/b/a Rocky Mountain Health Plans

By: _____
(signature)

_____
(print/type name and title of signatory)

Effective Date: _____
(To be completed by RMHMO)

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (Contractor)

By: _____
(Signature)

Jonathan Houck, Chairperson, BOCC
(Print/type name)

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT ACCOUNTABLE CARE SERVICES: RMHMO AND CONTRACTOR

Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and ("Partnering Organization") identified as "Contractor" in the signature block desire to enter into this BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") to describe the purposes, activities, scope, limitations, requirements, and roles of the parties with respect to the collaborative data use, access and aggregation in order to conduct research, treatment and health care operations activities associated with various Initiatives described herein.

RECITALS

RMHMO has been, and may in the future be, engaged in projects, pilot programs, government programs, and other activities related to innovative health care programs, transformative care models, and payment reform and related assessments ("Initiatives"), including for example: efforts to increase the integration and coordination between primary care and behavioral health care, mental health care and substance abuse treatment, and community based resources; Medicaid Accountable Care Collaborative and "medical home" models of care; the Colorado Primary Care Initiative; efforts to increase the efficient and secure exchange of health information and data among authorized health care providers.

On occasion, RMHMO and its participating providers and Partnering Organizations want to assess the impacts of such Initiatives and models in order to contribute to generalizable knowledge through research to report on such Initiatives, or provide information that is useful in relation to assessing and improving RMHMO's and the various practices' health care operations activities and the practice's treatment protocols or guidelines. For example, RMHMO may work with the University of Colorado to conduct research into the impact of primary care physician global payment methodologies and the integration and coordination of behavioral health care, mental health and substance abuse treatment with primary care.

NOW THEREFORE, RMHMO and the Partnering Organization identified in the signature block below (collectively referred to herein as the "Parties") in consideration of the promises and assurances contained herein, and other good and valuable consideration, agree to the terms set forth below:

1. Purposes. The Parties may use protected health information held by RMHMO and the Partnering Organization for purposes of research projects related to the Initiatives, or to engage in data aggregation and to obtain data analysis for purposes of case management, care coordination, treatment, quality improvement and other health care operations. Any and all such uses shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), related regulations (45 CFR Parts 160-164) including any amendments or additions to such regulations ("HIPAA"), and other applicable state and federal laws.

2. Limited Data Set and Business Associate Agreement. The Partnering Organization hereby grants authority to RMHMO to conduct data analysis, aggregation and research, to assist the Partnering Organization with health care operations activities, and to engage third parties to

assist in performance of such activities. RMHMO may have access to and use protected health information obtained from or on behalf of the Partnering Organization to create a "limited data set," as such term is defined and described by 45 C.F.R. 164.514(e), and to use such information for RMHMO's own research and health care operation activities. Such limited data sets may be aggregated with protected health information maintained by other health care providers other sources. In creating a "limited data set" and performing other activities for or on behalf of the Partnering Organization, RMHMO is acting as a Business Associate of the Partnering Organization, and therefore agrees to the HIPAA compliant business associate agreement terms attached hereto as Attachment A.

3. Data Use Agreement. In addition, to the extent RMHMO is conducting research or health care operations for its own purposes and using a limited data set, RMHMO expressly agrees:

a. Not to use or further disclose information in the limited data set in a manner that would violate the requirements of HIPAA if done by a HIPAA "covered entity;"

b. Not to use, or disclose the information and data in the limited data set other than as permitted by this AGREEMENT or as otherwise required by law;

c. To use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this AGREEMENT;

d. To report to the Partnering Organization any use or disclosure of the limited data set not provided for and permitted by this AGREEMENT of which RMHMO becomes aware;

e. To ensure that any agents, including subcontractors, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to RMHMO with respect to the limited data set;

f. Not to identify information in the limited data set or attempt to identify the individuals whose information is contained in the limited data set or contact such individuals;

g. That the Partnering Organization shall have the right to terminate use of the limited data set (i) at any time, without cause, by providing 30 days advance written notice, or (ii) immediately, by providing written notice, if RMHMO has violated any of the conditions set forth in this paragraph 3 or has accessed or used the limited data set for any purpose not described herein.

4. Grant of Authority. RMHMO is hereby granted authority to enter HIPAA compliant Data Use Agreements on behalf of the Partnering Organization with other third-party researchers so that such third parties may conduct research.

5. Miscellaneous.

a. Termination. Any party may terminate its participation in this AGREEMENT for any reason upon thirty (30) days prior written notice given to the other Party.

b. Liability. Each Party shall be responsible for its own acts or omissions, including those of its agents, officers, or employees, while performing their duties under this AGREEMENT to the full extent allowed by law.

c. Patient Confidentiality. With respect to a research subject's or patient's medical records, the Parties agree to hold in confidence the identity of the patients and their Protected Health Information ("PHI") as that term is defined by HIPAA in accordance with Applicable Laws, except to the extent necessary to be disclosed to regulatory agencies as part of the review process and as permitted by an Institutional Review Board (IRB)-approved Informed Consent form.

d. Assignment. No Party shall assign any part of this AGREEMENT without the prior written permission of the other Parties. This AGREEMENT shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns, subsidiaries and affiliates.

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

f. Effective Date. The effective date of this AGREEMENT shall be _____.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado corporation d/b/a Rocky Mountain Health Plans	GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (Contractor)
By: _____	By: _____ (Signature)
_____ (Print/type name)	JONATHAN HOUCK, CHAIRPERSON, BOCC (Print/type name)
Title: _____	Title:

Attachment A: Business Associate Agreement

Exhibit A

Medicaid Accountable Care Collaborative

Program Year Ending December 31, 201x

Community Integration Agreement – Scope of Services

X, Y and Z Counties ("xxx Community")

Prioritized Activities and Interventions for RAE Region 1 Enrollees

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Purpose, Background and Participating Organizations

Contractor and RMHMO have both elected to participate in the Colorado Medicaid Accountable Care Collaborative, under separate agreements with the State of Colorado, and a separate Primary Care Medical Provider (PCMP) agreement between Contractor and RMHMO. -RMHMO, in its capacity as the Regional Accountable Entity (RAE) for Region 1, must achieve health, quality and cost improvements specified by the State of Colorado. Contractor, in addition to fulfilling objectives under its PCMP agreements with the State of Colorado and with RMHMO, is uniquely positioned within the X Community to undertake additional Care Coordination Services to achieve Care Coordination P~~p~~rogram objectives shared by the parties for the population as a whole. These include, but are not limited to:

- Development of a trans-disciplinary, community-based care coordination infrastructure for attributed and non-attributed Covered Persons;
- Integration of ~~b~~Behavioral ~~h~~Health S~~s~~ervices in clinical, financial and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.
- Development of new data use processes and competencies, to align available Care Coordination ~~p~~Program resources with population health management priorities and gaps;
- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation and shared decisions;
- Active participation in measurement, collaborative learning, diffusion and Care Coordination ~~p~~Program governance activities.

Key Community Partners

Contractor and RMHMO both acknowledge and agree that, while they are jointly and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to do so does not rest exclusively within the scope of their respective or collective control. To that end, Contractor and RMHMO agree to collaborate actively with other organizations in the community who share responsibility for Care Coordination ~~p~~Program success. These include:

As appropriate and necessary, Contractor and RMHMO agree to consult and include these Key Community Partners in the development and oversight of the 2018 Program Plan and Care Coordination Committee functions outlined below.

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2018 Program Plan

The Contractor and RMHMO agree that effective care coordination, population health management and cost control initiatives entail ongoing prioritization, monitoring and adjustment processes – in accordance with available resources. As such, the parties shall develop, maintain and continually adjust a Program Plan to specify their respective roles and priorities for each Care Coordination Level (set forth herein). Additionally, the Program Plan will define behavioral health integration, data use, technology, care management documentation and reporting objectives (e.g., the number and mix of Covered Persons with whom the Contractor, RMHMO and Key Community Partners will establish contact, obtain consent and provide Care Coordination Services - See Exhibit D).

Care Coordination Levels

Contractor acknowledges that RMHMO and HCPF have agreed to the following care coordination categories for the purpose of aligning resources and activities in Region 1 with Care Coordination ~~p~~Program objectives and monitoring functions. Application of this framework to the roles and operations agreed by the parties hereunder shall be specified and adjusted as necessary in the Program Plan.

- Level 1 - Preventive care, wellness care: members receive a call to help establish a primary care physician (PCP) or practice. Members receive reminders for annual and preventive care screenings.

Commented [ne2]: Throughout – need to define "member" or use already defined term "Covered Person". If they mean the same, should just use one term, for consistency.

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- Level 2 – Single, well-managed chronic disease: support for the Member to continue to self-manage their disease process.

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- Level 3a - Moderately well-managed Disease Process (controlled and uncontrolled periods, referrals to specialists not required): More robust support for the Member to self-manage their disease process. This may include community classes, care coordinator phone calls, or consults with ancillary professionals (i.e. a nutritionist) in practice settings.

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- Level 3b – Moderately managed Disease Process (controlled and uncontrolled periods and referrals to specialists required): More robust support for Member to self-manage their disease process as above; as well as active engagement with the Member and their providers to coordinate care among all providers.

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- Level 4 – Complex Outpatient Care Coordination – Poorly controlled disease process: Typically, Members at this level will have multiple morbidities and have multiple barriers accessing the appropriate care, in the appropriate place and time. Locally-based Care Coordinators will build trust-based patient-centered relationships to facilitate the Member's ability to effectively navigate the health care system and facilitate the numerous providers and care coordinators in contact with the Member to effectively care for the Member. Care

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Coordinators focus on the immediate needs of the Member, therefore, activities may include: home visits, accompanying the Member to appointments, helping the Member access financial and social programs and other activities as needed.

- Level 5 – Transitions of Care: In the course of an acute exacerbation of an illness, a Member might receive care from a PCMP or specialist in an outpatient setting, then transition to a hospital admission before moving on to yet another care team at a skilled nursing facility. Finally, the Member might return home, where he or she would receive care from a home health nurse. Each of these shifts from care providers and settings is defined as a care transition and local Care Coordinators will work with the Member to manage these transitions.

Resources and Budget

Contractor shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement:

Additional Resources

Payment

RMHMO will make payments to Contractor in four (4) distributions, as follows, for the Care Coordination P~~p~~rogram budget set forth below:

- **February 15, 20xx: $**
- **April 15, 20xx: $**
- **August 15, 20xx: $**
- **November 15, 20xx: $**

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Integration Agreement. The parties explicitly acknowledge that the Medicaid Accountable Care program is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in ~~RCCO~~ payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

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EXHIBIT B
TO
COMMUNITY INTEGRATION AGREEMENT

The terms of this Exhibit are made a part of and are included within the Agreement to which this Exhibit is attached. All capitalized terms not defined in this Exhibit are defined in the Agreement. Any party (Contractor) entering into the Agreement with RMHMO shall comply with all applicable terms and conditions of this Exhibit. The applicability of each paragraph depends on the type of Health Care Plan for which Contractor provides Health Care Services and is noted below.

SECTION I. The paragraphs in Section I apply to all Health Care Plans.

1. Non-Discrimination. Contractor agrees to comply with all applicable state and federal laws respecting discrimination and unfair employment practices.

2. Equal Opportunity. It is the policy of RMHMO to provide equal opportunity and to prevent discrimination based on race, color, sex, sexual orientation, gender identity, national origin, age or disability in admission or access to, or treatment or employment in, RMHMO programs, health care plans, and activities to the extent required by applicable law. Contractor shall comply with this policy as may be required by law. All federally funded benefits and services are provided in accordance with Title VI of the Civil Rights Act, as amended, Section 504 of the Rehabilitation Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, Section 1557 of the Patient Protection and Affordable Care Act, as amended, as well as other related laws. **In addition, the parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a), and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** All Contractors and subcontractors are notified of their responsibility to comply with these laws. The EEO Officer is responsible for compliance with state and federal equal opportunity laws. The EEO Officer is also responsible for implementing the Equal Opportunity Plan. If Contractor or a Covered Person has any questions concerning this policy, Contractor or Covered Person should contact the RMHMO Member Concerns Coordinator at (800) 346-4643or (970) 243-7050, or TTY (970) 248-5019 or (800) 704-6370; para asistencia en Español llame al (800) 346-4643.

3. Compliance Plan. RMHMO has a compliance plan (Compliance Plan) in place. Contractor shall not take any action to cause a violation of the terms of this Compliance Plan. A copy of the Compliance Plan will be provided to Contractor upon written request. Contractor shall contact the Compliance Officer at RMHMO if Contractor becomes aware of or suspects any fraud, waste, abuse or non-compliance with the Compliance Plan.

4. Illegal Aliens. Contractor certifies that Contractor does not knowingly employ or contract with any illegal aliens to perform services under the Agreement. If RME obtains actual knowledge that Contractor knowingly employs or contracts with an illegal alien to perform services under the Agreement, RME shall (1) notify Contractor within three (3) days that RME has actual knowledge that Contractor is employing or contracting with an illegal alien to perform services under the Agreement; and (2) terminate the Agreement, unless, within three (3) days of receiving notice from RME, (a) Contractor stops employing or contracting with the illegal alien to perform services under the Agreement, or (b) Contractor provides information to RME to establish that Contractor has not knowingly employed or contracted with the illegal alien to perform services under the Agreement. If Contractor becomes aware that Contractor has employed an illegal alien to perform services under the Agreement, whether knowingly or unknowingly, Contractor must end such employment immediately.

5. Program Eligibility. RMHMO and Contractor represent to the other that they have not been debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Neither RMHMO nor Contractor will take any action during the term of this Agreement which would result in it being debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. In addition, during the term of this Agreement, Contractor has not and will not arrange or contract with any employee, contractor, or agent for the provision of items or services under this Agreement who Contractor knows or should know is debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Contractor will provide RMHMO with validation that all its employees, contractors, subcontractors, or agents have been screened for debarment, suspension or exclusion in Medicare or any other State Health Care Program or Federal Health Care Program. If either party determines that the other party is, or becomes during the term of this Agreement, debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program, the party that is not debarred, suspended, or made otherwise ineligible may terminate this Agreement immediately.

SECTION II. The paragraphs in Section II apply to Federal Health Care Programs.

1. Incorporation of Federal Acquisition Regulations by Reference. Because RMHMO is a contractor with the federal government, the following provisions are incorporated by reference into the Agreement with the same force and effect as if the provisions were given in full text. These provisions are incorporated into the Agreement only to the extent required by applicable law. Upon request, RMHMO will make the full text of the provisions available:

A. Equal Opportunity (48 C.F.R. § 52.222-26);

B. Covenant Against Contingent Fees (48 C.F.R. § 52.203-5)

C. Utilization of Small Business Concerns (48 C.F.R. § 52.219-8);

D. Small Business Subcontracting Plan (48 C.F.R. § 52.219-9);

E. Convict Labor (48 C.F.R. 52.222-3)

F. Prohibition of Segregated Facilities (48 C.F.R. § 52.222-21) To the extent required by applicable law, Contractor certifies that Contractor does not and will not maintain or provide for Contractor's employees any segregated facilities as defined in 48 C.F.R. § 52.222-21(a) at any of Contractor's establishments, and that Contractor does not and will not permit Contractor's employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall be a violation of the Equal Opportunity provision in paragraph 1;

G. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (48 C.F.R. § 52.222-35);

H. Affirmative Action for Workers with Disabilities (48 C.F.R. § 52.222-36);

I. Anti Kickback Procedures (48 C.F.R. § 52.203-7); and

J. Government Property (48 C.F.R. § 52.245-1).

2. Prohibition Against Use of CMS Funds to Influence Legislation on Appropriations. No part of any funds paid to Contractor under this Agreement for Health Care Services provided to Medicare Beneficiaries shall be used to pay the salaries or expenses of Contractor or any agent acting for Contractor to influence legislation or appropriations pending before Congress.

3. Disclosure of Information. Contractor shall establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or others in carrying out the terms of the Agreement shall be used by or disclosed by it, its agents, officers or employees, except as provided in Section 1106 of the Social Security Act (42 U.S.C. § 1306) and regulations prescribed thereunder.

4. Termination of CMS Contract. In the event RMHMO's Medicare contract is terminated or non-

renewed, the Agreement, to the extent it concerns RMHMO's Medicare contract with CMS, will be terminated unless CMS and RMHMO agree to the contrary. Such termination shall be accomplished by delivery of a written notice to Contractor of the date upon which said termination will be effective. Notwithstanding the foregoing, if RMHMO desires to continue the Agreement relative to RMHMO's business after the Medicare contract between CMS and RMHMO has been terminated or non-renewed, RMHMO may do so provided that RMHMO assures to CMS in writing that CMS' obligations will terminate at the time the Medicare contract terminates or is non-renewed, subject to termination cost provisions provided for in the Medicare contract.

5. Liquidated Damages. The following provision is applicable only if the Agreement contains a liquidated damage provision which is related solely to Medicare. CMS, after consultation with RMHMO, shall have the right to determine that the specified levels of performance have not been attained by Contractor. In such event, CMS may direct RMHMO to notify Contractor of CMS' determination that liquidated damages apply and to set-off the liquidated damages against Contractor. CMS shall reimburse RMHMO for all reasonable costs relating to this activity and shall honor any judgment or award rendered against RMHMO directly resulting from the enforcement of such provision as directed by CMS. Failure of RMHMO to timely comply with such direction, shall constitute cause for the application of any and all administrative, statutory, and judicial remedies which may be available to CMS pursuant to CMS' agreement with RMHMO, including, but not limited to, offsetting an amount equivalent to the amount of such unenforced liquidated damages. In the event that such offset is made, RMHMO shall be obligated to continue to perform all terms and conditions of such agreement without additional payment from CMS attributable to such offset amounts.

6. Downstream Contractual Obligations. To the extent not already set forth herein, Contractor agrees to comply with all applicable requirements and obligations to which RMHMO is bound, including but not limited to, the applicable requirements of 42 C.F.R. § 422.504 and 42 C.F.R. § 423.505. In addition, Contractor represents and agrees all services and activities performed by Contractor and any agent or subcontractor shall be consistent with RMHMO's contractual obligations with CMS.

7. CMS Requirements for Medicare Contracts. Contractor shall comply with all applicable requirements of law, with regard to providing Health Care Services to Medicare Beneficiaries. Contractor agrees to the following regarding providing Health Care Services to Medicare Beneficiaries:

A. The Department of Health and Human Services (HHS), the Comptroller General, or their designees may audit, evaluate, or inspect any pertinent information for any particular contract period, including but not limited to, any books, contracts, computer or other electronic systems, including medical records, patient care documentation, as well as all other records of Contractor that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Agreement, or as HHS, the Comptroller General, or their designees may deem necessary to enforce RMHMO's contract with CMS to provide services to Medicare Beneficiaries. Contractor shall comply with the provisions of 45 C.F.R. § 74, et seq., concerning granting HHS and the Comptroller General of the United States, and any other authorized representatives, access to books, documents, papers and other records.

B. Contractor shall make available, for the purposes specified in paragraph (A) above, its premises, physical facilities and equipment, records relating to its Medicare Beneficiaries, and any additional relevant information that CMS may require.

C. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through 10 years from the end of the final contract period or completion of audit, whichever is later unless--

(1) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Contractor at least 30 days before the normal disposition date;

(2) There has been a termination, dispute, or allegation of fraud or similar fault by Contractor, in which case the retention may be extended to 6 years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or

(3) CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Contractor at any time.

D. Contractor agrees that it will require all related entities, contractors and subcontractors to agree to the terms above regarding audits, evaluations, and inspections by HHS, the Comptroller General or their designees.~~that:~~

~~(1) HHS, the Comptroller General, or their designee has the right to inspect, evaluate and audit any pertinent exhibits, books, documents, papers, and records of the related entity, contractor or subcontractor;~~

~~(2) HHS' and the Comptroller General's right to inspect, evaluate and audit any pertinent information for any particular contract period, will exist through ten (10) years from the final date of the contract period or the date of completion of any audit, whichever is later.~~

E. Contractor agrees to provide Health Care Services to Medicare Beneficiaries in a manner consistent with professionally recognized standards of health care.

F. Contractor shall comply with the confidentiality and enrollee accuracy requirements of CMS regulations with regard to Medicare Beneficiaries including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

G. Medicare Beneficiaries will not be held liable for payment of any fees that are the legal obligation of RMHMO. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

H. For all enrollees eligible for Medicare and Medicaid, Contractor may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Contractor will: (1) accept RMHMO's payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §422.504(g)(1)(iii)]

~~I. The Agreement contains a prompt payment provision (entitled "Time of Payment"), the terms of which were developed and agreed to by the contracting parties. RMHMO is obligated to pay Contractor under the terms of the Agreement between RMHMO and Contractor. [42 C.F.R. §§ 422.520(b)(1) and (2)]~~

~~J.~~I. Any services or other activity related to the Agreement which are performed by Contractor are consistent and comply with RMHMO's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

~~K.~~J. All contracts or written arrangements between Contractor and subcontractors or first tier or downstream entities for the provision of Health Care Services to Medicare Beneficiaries must contain a provision requiring that any services or other activity performed by such subcontractor, or first tier or downstream entity are consistent and comply with RMHMO's contractual obligations under its contract with CMS, and include the requirements, as applicable, of this subsection.

~~L.~~K. RMHMO may only delegate functions regarding services for Medicare Beneficiaries to Contractor, a subcontractor or downstream entity in a manner consistent with the requirements, laws, rules, and regulations governing Medicare. All contracts or written arrangements, including the delegation of any of RMHMO's activities or responsibilities under RMHMO's contract with CMS, must specify that the related entity, contractor or subcontractor must comply with all applicable Medicare laws, regulations, and CMS instructions. Any delegated activities or responsibilities under the Agreement shall be delineated in a separate exhibit attached to the Agreement. CMS and RMHMO reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or RMHMO determine that such parties have not performed satisfactorily. RMHMO, its affiliates, or its designee will monitor the performance of Contractor on an ongoing basis. Such monitoring may include, but not be limited to, review of reports, documentation, source code, etc. requested by RMHMO or its designee which demonstrate that delegated functions are being appropriately completed by Contractor. Contractor, any

related entity, or any subcontractor providing services pursuant to the underlying contract or agreement shall permit and will fully cooperate with such ongoing monitoring, including allowing RMHMO, its affiliates or its designee access to systems, documents, records and any other information necessary to monitor delegated activities or responsibilities. Any costs incurred by RMHMO in monitoring the performance of Contractor, any related entity, or any subcontractor will be the responsibility of RMHMO. Any costs incurred by Contractor, any related entity, or any subcontractor for the performance of activities as part of the ongoing monitoring will be the responsibility of Contractor. RMHMO will not pay for Contractor travel expenses related to monitoring and auditing activities, unless agreed to in advance by the parties. ~~RMHMO will monitor the performance of Contractor on an ongoing basis.~~ The credentials of medical professionals affiliated with Contractor will be either reviewed by RMHMO or the credentialing process will be reviewed and approved by RMHMO and RMHMO must audit the credentialing process on an ongoing basis. If RMHMO delegates the selection of providers, contractors, or subcontractor, RMHMO retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

~~M. As a Part D Plan Sponsor, RMHMO, on an ongoing basis will monitor the performance of the parties.~~

~~N. Contractor agrees to submit all claims for covered Part D drugs to RMHMO or its intermediary, as required by 42 C.F.R. § 423.120(c)(3), unless the Medicare Beneficiary expressly requests that a particular claim not be submitted to RMHMO or its intermediary.~~

8. Fraud Training. Contractor agrees to complete fraud training annually as required by 42 CFR § 422.503(b)(4)(vi)(C) and 42 CFR § 423.504(b)(4)(vi)(C). RMHMO will accept the certificate of completion of the CMS training as satisfaction of this requirement.

9. Overpayments. Contractor agrees to report and return to RMHMO, as required by 42 U.S.C. § 1320a-7k(d) any funds received, retained or derived from payments under Title XVIII or XIX of the Social Security Act to which Contractor is not entitled. Contractor shall report and return such funds to RMHMO no later than 60 days after Contractor identifies the overpayment. The report to RMHMO shall include a written statement of the reason of the overpayment.

In the event of a conflict between the terms and conditions above and the terms of the Agreement, the terms above control.

SECTION III. The paragraphs in Section III apply to State Health Care Programs.

1. Confidentiality. RMHMO is subject to the requirements of 45 C.F.R. § 205.50, as amended, section 10-16-423, C.R.S., as amended, and 42 C.F.R. §§ 431.304 ─ 431.307, as amended, regarding confidentiality of health information about Medicaid Recipients. Contractor shall hold and receive any health information about Medicaid Recipients subject to the above confidentiality requirements. Contractor shall comply with 42 C.F.R. part 431, subpart F, including 42 C.F.R. § 431.301, and section 26-1-114, C.R.S., regarding the confidentiality of information concerning applicants for and recipients of public assistance. Contractor shall protect the confidentiality of all Medicaid Recipient and CHP+ Covered Person records and other materials that are maintained in accordance with the terms of RMHMO's Medicaid Contract and CHP+ Contract. As part of these requirements, Contractor shall advise its employees and subcontractors, if any, that they are subject to these confidentiality requirements. Except for purposes directly connected with administration of RMHMO's Medicaid Contract or CHP+ Contract, no information about or obtained from any Medicaid Recipient or CHP+ Covered Person in the possession of Contractor shall be disclosed in a form identifiable with the Medicaid Recipient or CHP+ Covered Person without prior written consent of the Medicaid Recipient or CHP+ Covered Person, as applicable, or, if such Medicaid Recipient or CHP+ Covered Person is a minor, without the written consent of such minor's parent or guardian.

2. Records and Audits. Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services to Medicaid Recipients and CHP+ Covered Persons under this Agreement sufficient to disclose fully the

nature and extent of services/goods provided to each Covered Person. These records shall be maintained according to statutory or general accounting principles and shall be easily separable from other Contractor records. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a payment was made and shall include, but are not limited to:

A. All medical records, service reports, and orders prescribing treatment plans;

B. Records of goods, including such things as drugs and medical equipment and supplies, and copies of original invoices for such goods; and

C. Records of all payments received for the provision of such services or goods.

All such records, documents, communications, and other materials shall be maintained by Contractor for a period of ~~six (6)~~ten (10) years from the date services are provided under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending with regard to such services, or until an audit by or on behalf of the federal or state government has been completed with the following qualification: If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the ~~six (6)~~ten (10) year period, or if audit findings have not been resolved after a ~~six (6)~~ten (10) year period, the materials shall be retained until the resolution of the audit finding. Further, Contractor agrees to grant the State of Colorado, CMS, HHS OIG, and the Comptroller General the right to audit, evaluate and inspect any books, contracts, electronic systems and rights to access the premises, physical facilities and equipment of contractors and subcontractors where work is conducted pertaining to the services and the Agreement at any time and this right is preserved for ten (10) years after completion of the contract or completion of an audit, whichever is later. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit Contractor at any time.

3. Insurance. The terms of this paragraph only apply to Contractor if and to the extent it is a "Subcontractor" providing goods and services under the Medicaid Contract. For purposes of this paragraph, "Subcontractor" means a third party engaged by RMHMO to aid in performance of its obligations under the Medicaid Contract. If Contractor is a Subcontractor which is a public entity within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as amended (the GIA), then Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance if requested by RME. If Contractor is not a public entity within the meaning of the GIA, but is a Subcontractor, Contractor shall obtain and maintain during the term of this Agreement the following:

A. Worker's Compensation Insurance as required by the state of Colorado (State) statute, and Employer's Liability Insurance covering all of Contractor's or subcontractor's employees acting within the course and scope of their employment.

B. General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(1) $1,000,000 each occurrence;

(2) $1,000,000 general aggregate;

(3) $1,000,000 products and completed operations aggregate; and

(4) $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to RMHMO a certificate or other document satisfactory to Contractor showing compliance with this provision.

C. Protected Health Information Insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use and disclosure of Protected Health Information with minimum limits as follows:

(1) $1,000,000 each occurrence; and

(2) $2,000,000 general aggregate.

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

E. The State shall be named as additional insured on all Commercial General Liability policy (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors.

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

G. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to RMHMO and RMHMO shall forward such notice to the State within seven days of RMHMO's receipt of such notice.

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

Contractor shall provide certificates showing insurance coverage required to RMHMO within seven (7) business days of the effective date of this Agreement. No less than fifteen (15) days prior to the expiration date of any such coverage, Contractor shall deliver to RMHMO certificates of insurance evidencing renewals. Upon request of RME, Contractor shall within ten (10) days of such request, supply to RME evidence satisfactory to the State of compliance with the provisions of this paragraph.

4. Untrue or Misleading Information. Contractor shall not knowingly provide untrue or misleading information, as defined at sections 10-16-413(1)(a)-(c), C.R.S., regarding RMHMO's Medicaid Plan, CHP+ Program, other Medicaid managed care organizations, or Medicaid or CHP+ Program eligibility, to RMHMO Medicaid Recipients or CHP+ Covered Persons.

5. Medicaid Recipient Rights. Contractor shall comply with the requirements of RMHMO's Medicaid Contract with regard to the rights of Medicaid Recipients, including but not limited to the following:

A. Contractor shall provide interpreter services for Medicaid Recipients with communication disabilities or non-English speaking Medicaid Recipients when such an interpreter is necessary in order to render effective communication in connection with the provision of Health Care Services. RMHMO will assist Contractor in providing information in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example are visually limited or have limited reading proficiency.

B. Contractor shall provide Medicaid Recipients, in terms the Medicaid Recipients can understand, an explanation of the Medicaid Recipients complete medical condition, recommended treatment, risk(s) of the treatment, expected results and reasonable medical alternatives. If the Medicaid Recipient is not capable of understanding the information, the explanation shall be provided to the Medicaid Recipient's biological, adoptive or foster parent, guardian or designated client representative, and documented in the Medicaid Recipient's medical record.

C. Contractor shall ensure that Medicaid Recipients have the rights set forth in 42 C.F.R. section 438.100(b)(2), including but not limited to the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, consistent with 42 C.F.R., section 438.100.(b)(2)(v).

6. Medicaid and CHP+ Contracts Statutes and Regulations. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, Contractor and any subcontractor of Contractor shall comply with the following statutes and regulations:

A. Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101, et seq.)

B. Age Discrimination in Employment Act of 1967 (29 U.S.C. 621-634)

C. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101, et seq.)

D. Equal Pay Act of 1963 (29 U.S.C. 206(d))

E. Immigration Reform and Control Act of 1986 (8 U.S.C. 1324b)

F. Clean Air Act (42 U.S.C. 7401, et seq.)

G. Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 CFR Part 60)

H. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.)

I. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)

J. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, et seq.)

K. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e)

L. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, et seq.)

M. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended (Civil Rights Division)

~~M.~~N. Section 1557 of the Patient Protection and Affordable Care Act, as amended.

Contractor shall also comply with any and all laws and regulations applicable to these laws prohibiting discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, disability, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. In addition, Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction and services purchased. Any provider who feels that he/she has been discriminated against has the right to file a complaint either with the Colorado Department of Human Services or with the U.S. Department of Health and Human Services Office for Civil Rights.

7. Certifications. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, RMHMO is required to include in the Agreement and obtain Contractor's agreement to the following:

A. Lobbying.

(1) No Federal or appropriated funds have been paid or will be paid by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any contract, grant, loan or cooperative agreement that utilizes Federal funds.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) Contractor shall require that the language of this certification be included in the award documents for subawards at all tiers (including subgrants and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor shall include, without modification, the above certification in any subcontract to the Agreement it may enter into.

B. Suspension and Debarment. Contractor certifies that, to the best of its knowledge and belief, that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Contractor shall require that the language of the above certification be included in any subcontract to this Agreement into which it may enter and shall require any subcontractor to include the language of the above certification in any sub-subcontract to this Agreement into which subcontractor may enter. Contractor shall provide immediate written notice to RMHMO if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency. The terms "covered transaction," "debarment," "suspension," "ineligible," "principal," and "voluntarily excluded," as used in this paragraph have the meanings set out in 2 CFR Parts 180 and 376.

8. Enrollment Requirements. Contractor shall be enrolled with the State of Colorado in accordance with the disclosure, screening, and enrollment requirements of 42 CFR Part 455, Subparts B and E and the requirements of the State of Colorado for Medicaid and CHP+ providers. Contractor shall include in its application to RME, its Medicaid identification number and the date of Colorado Medicaid enrollment or most recent validation.

9. State Contracts. In addition to the foregoing, to the extent Contractor provides services to Medicaid Recipients and/or CHP+ Covered Persons, Contractor agrees to comply with all applicable Medicaid laws and regulations, including applicable subregulatory guidance and the requirements of the Medicaid Contract and CHP+ Contract that are applicable to subcontractors, as defined in such contracts. ~~In addition to the foregoing, to the extent Contractor provides services in relation to RMHMO's CHP+ contract, Regional Collaborative Care Organization (RCCO) Program contract, Region 1 RCCO Medicare – Medicaid Program for the Accountable Care Collaborative (ACC) Program contract, or the ACC Payment Reform Pilot Program contract with the State of Colorado, Contractor agrees to comply with the requirements of such contracts that are applicable to subcontractors, as defined in such contracts.~~

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado ~~nonprofit~~ corporation d/b/a Rocky Mountain Health Plans (herein "RMHMO")

_____
print/type name of contracting entity
(herein "Vendor/Contractor")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Vendor/Contractor:

_____
_____
_____
Tax I.D. No.: _____

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Vendor/Contractor are parties to an underlying agreement for services.

The terms of the underlying agreement for services result in Vendor/Contractor's providing services to RMHMO, who is classified as a "Business Associate" of the Colorado Department of Health Care Policy and Financing under the Health Insurance Portability and Accountability Act of 1996.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all vendors and contractors and subcontractors who require access to PHI in order to perform functions on behalf of an RME.

Vendor/Contractor and RMHMO agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado ~~nonprofit~~ corporation d/b/a Rocky Mountain Health Plans

_____
(print/type name of Contractor)

By: _____
(signature)

By: _____
(signature)

_____
(print/type name and title of signatory)

_____
(print/type name and title of signatory)

Effective Date: _____
(To be completed by RMHMO)

TERMS AND CONDITIONS

I. Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. All terms defined in this Business Associate Agreement shall have a meaning consistent with terms defined in 45 C.F.R. Parts 160 and 164. Capitalized terms in this Business Associate Agreement are defined as follows:

A. "Business Associate" shall mean, with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

B. "Business Associate Agreement" means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

C. "Covered Entity" shall have the meaning of the term "covered entity" as defined in 45 C.F.R. 160.103.

D. "Designated Record Set" means PHI maintained by or for RME, including but not necessarily limited to (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, case or medical management records; and (iii) any other records used, in whole or in part, to make decisions about Individuals.

E. "Disclose," "Disclosing" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and related HIPAA regulations (45 C.F.R. Parts 160-164) including specifically any amendments or additions to such regulations and the HIPAA Omnibus Rule.

G. "HIPAA Omnibus Rule" shall mean the Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act, 78 Federal Register 5566 (January 25, 2013), and any amendments thereto.

H. "Individual" means a natural person who is the subject of PHI.

I. "Information Privacy and Protection Laws" mean (i) HIPAA; (ii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iii) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (iv) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (vi) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual or RME.

J. "Minimum Necessary Information" means (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

K. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164 (Subparts A and E), and as amended.

L. "Protected Health Information" or "PHI" shall have the meaning as the term "protected health information" in 45 C.F.R. 160.103 and generally includes any information that identifies or could reasonably be believed used to identify an Individual, which in any way concerns that Individual's health status, health care, or payments for his or her health care.

M. "Receive," "Receiving" or "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of Information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

N. "Rocky Mountain Entity" or "RME" means RMHMO~~, Rocky Mountain HealthCare Options, Inc., Rocky Mountain Health Management Corporation and Rocky Mountain Health Foundation,~~ and any present or future ~~affiliates or~~ subsidiaries of ~~any one of these entities~~RMHMO.

O. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and as amended.

P. **"**Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

Q. "Third Party" means any individual, person, or organization not a party to this Business Associate Agreement.

R. "Unsecured PHI" shall have the same definition as the term is given in 45 C.F.R. 164.402.

S. "Use" means the sharing, employment, application, utilization, examination, analysis, de-identification or commingling with other information, of information by a party that holds that information.

II. Permitted Uses and Disclosures by Vendor/Contractor.

A. Permitted Uses. The purpose(s) for which Vendor/Contractor may Use, Disclose, or have access to PHI includes those Uses, Disclosures, or access specifically identified in the underlying agreement when Vendor/Contractor is performing a function, service, or activity on behalf of RME. Specifically, the scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by Vendor/Contractor includes PHI necessary to perform functions required by the underlying agreement for services.

B. Compliance with Law. Vendor/Contractor will not Use, Disclose, or access PHI in violation of any Information Privacy and Protection Laws.

C. Limitations on Use and Disclosure. Vendor/Contractor further agrees to not Use or Disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law. Vendor/Contractor will not transfer PHI outside the United States without the prior written consent of RME. In this context, a "transfer" outside the United States occurs if Vendor/Contractor's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI. Vendor/Contractor may not use or disclose PHI in a manner that would violate HIPAA if done by RME, except as provided in Section III.D.

D. Management and Administration. Vendor/Contractor may use PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities. Vendor/Contractor may Disclose PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities, provided the Disclosures are required by law, or Vendor/Contractor obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Vendor/Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. Obligations and Activities of Vendor/Contractor.

A. Independent Obligation. Vendor/Contractor, consistent with its independent obligations under HIPAA, will comply with applicable provisions of the Security Rule and the Privacy Rule with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.

B. Access to Records. Vendor/Contractor agrees to provide access, at the request of RME and in the time and manner designated by RME, to PHI in a

Designated Record Set to RME or, as directed by RME, to an Individual in order to meet the requirements under 45 CFR 164.524. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

C. Amendment to Records. Vendor/Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that RME directs or agrees to pursuant to 45 CFR 164.526 at the request of RME and in the time and manner designated by RME. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

D. Accounting for Disclosure of Records. Vendor/Contractor shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R 164.528. The record of the Disclosure shall include the following information: (a) the date of the Disclosure, (b) the name and address of the organization and/or individual Receiving the information; (c) a brief description of the information Disclosed; (d) if the Disclosure was not to the Individual, the purpose for the Disclosure; and (e) a copy of all requests for Disclosures. Vendor/Contractor agrees to provide to RME, in the time and manner designated by RME, information collected in accordance with this section, to permit RME to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

E. Mitigation. Vendor/Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor/Contractor of a Use or Disclosure of PHI by Vendor/Contractor in violation of the requirements of this Business Associate Agreement.

F. Minimum Necessary and Limited Data Set. Generally, Vendor/Contractor's Use, Disclosure, or request for or of PHI shall utilize a limited data set if practicable. If use of a limited data set is not practicable, Vendor/Contractor shall limit the Use, Disclosure, or request to the Minimum Necessary Information for purposes of that transaction in accordance with HIPAA. Information required to be provided or submitted in standard transactions adopted under HIPAA and implementing regulations and authority are presumed to meet the Minimum Necessary Information requirements.

G. Security/Notification of Breach. At all times following the Receipt of PHI, until such time as the PHI is no longer in Vendor/Contractor's possession or subject to its control:

(1) Vendor/Contractor shall implement administrative, physical, and technical safeguards, as required by the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, Receives, maintains, or transmits on behalf of RME. Such administrative, physical, and technical safeguards, and other appropriate safeguards, shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Business Associate Agreement; and

(2) Vendor/Contractor shall notify RME within five (5) days of becoming aware of (i) any Use or Disclosure of PHI not provided for ~~permitted~~ by or contrary to the terms of this Business Associate Agreement~~ of which Vendor/Contractor becomes aware~~; and (ii) any Security Incident. Any breach of Unsecured PHI must be reported by Vendor/Contractor to RME as required at 45 CFR 164.410, without unreasonable delay and in no case later than five (5) calendar days after discovery of the breach.

~~(3) Vendor/Contractor shall notify RME within five (5) days of any Security Incident of which it becomes aware as required by 45 C.F.R. 164.314; and~~

~~(4) Vendor/Contractor shall comply with the applicable requirements of the HIPAA Breach Notification Rule (45 C.F.R. Part 164, Subpart D), and in particular with 45 C.F.R. 164.410, in order to notify RME of any breach of Unsecured PHI following the discovery of such breach. Such notice will be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach.~~

H. Agents and Subcontractors. Vendor/Contractor agrees to ensure that any agent or subcontractor of Vendor/Contractor that creates, Receives, maintains, or transmits PHI agrees to the same restrictions and conditions that apply to Vendor/Contractor with respect to the PHI. Further, Vendor/Contractor shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Vendor/Contractor shall maintain the right to terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations or cure such violations within thirty (30) days, and shall take such other action as required by HIPAA, including reporting the violation to the U.S. Secretary of the Department of Health and Human Services.

I. Covered Entity Obligations. To the extent that Vendor/Contractor is carrying out RME's obligations under HIPAA, Vendor/Contractor shall comply with the requirements of HIPAA that apply to RME in performing such obligations.

J. Audits. Vendor/Contractor agrees to make its internal practices, books, and records relating to its access to, and Use and Disclosure of, PHI received from or on behalf of RME or created by Vendor/Contractor on behalf of RME available to RME or, at the request of RME, to the U.S. Secretary of the Department of Health and Human Services (Secretary) in a time and manner designated by RME or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.

K. Compliance with Law and Agreement. Each party to this Business Associate Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Business Associate Agreement.

IV. Information Transmission Agreement

A. Transmission of PHI. In arranging for transmission or exchange of PHI with RME, regardless of the format of the information or the method of transmission utilized, Vendor/Contractor will cooperate with RME to reasonably safeguard such information from unauthorized Disclosure.

V. Term and Termination

A. Effective Date. The Effective Date of this Business Associate Agreement shall be the effective date indicated on the signature page of this Business Associate Agreement.

B. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

C. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, following RME's discovery and determination of a material breach by Vendor/Contractor of the terms of this Business Associate Agreement, and Vendor/Contractor's failure to cure or end the violation within any time period agreed to by RME, if any, RME may:

(1) Terminate this Business Associate Agreement and the underlying agreement or contract upon written notice to Vendor/Contractor without any judicial intervention being required and without liability for such termination; or

(2) If termination is not feasible, report the issue to the Secretary of the U.S. Department of Health and Human Services.

D. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Business Associate Agreement, for any reason, Vendor/Contractor shall return or destroy all PHI Received from RME, or created or Received on behalf of RME. Vendor/Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Vendor/Contractor, and to PHI Disclosed by Vendor/Contractor to Third Parties.

(2) In the event that Vendor/Contractor determines that returning or destroying PHI is not feasible, Vendor/Contractor shall provide to RME notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Vendor/Contractor shall extend the protections of this Business Associate Agreement to any PHI that is so retained and not destroyed and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as such PHI is maintained.

E. Archiving of Information. Any Information retained by Vendor/Contractor pursuant to paragraph V.D.2. above shall be returned or destroyed when the circumstances making its return or destruction infeasible no longer exist, and until such time, Vendor/Contractor shall continue to comply with all requirements and protections that apply to PHI under this Business Associate Agreement for as long as such information is retained.

VI. General Provisions

A. Amendment of Agreement. This Business Associate Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (1) RME may unilaterally amend this Agreement in order to comply with HIPAA and any other applicable federal or state laws or regulations, effective immediately upon written notice to Vendor/Contractor; and (2) upon the addition of, change, or amendment to

HIPAA or any other applicable federal or state laws or regulations relevant to the terms of this Business Associate Agreement which would require an amendment, this Business Associate Agreement shall be deemed to be amended to comply with such addition, change or amendment.

B. Indemnification. Each party will indemnify, hold harmless, and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Business Associate Agreement.

C. Survival. The obligations of Vendor/Contractor under section V.D. of this Business Associate Agreement shall survive termination of the underlying agreement.

D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

E. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of RME). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.

F. RMEs Benefit from Agreement. An RME other than the signatory to this Business Associate Agreement shall be a third party beneficiary of this Business Associate Agreement to the extent that Vendor/Contractor provides services to such RME. To the extent that an RME other than the signatory to this Business Associate Agreement is a third party beneficiary of this Business Associate Agreement, such RME shall also have the obligations of the signatory to this Business Associate Agreement as set forth herein.

G. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third Party without the prior written consent of all other parties.

H. Interpretation. Any ambiguity in this Business Associate Agreement or inconsistency with a provision of the underlying agreement shall be resolved in favor of a meaning that permits RME to comply with applicable Information Privacy and Protection Laws.

-EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT ACCOUNTABLE CARE SERVICES: RMHMO AND CONTRACTOR

Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and ("Partnering Organization") identified as "Contractor" in the signature block desire to enter into this BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") to describe the purposes, activities, scope, limitations, requirements, and roles of the parties with respect to the collaborative data use, access and aggregation in order to conduct research, treatment and health care operations activities associated with various Initiatives described herein.

RECITALS

RMHMO has been, and may in the future be, engaged in projects, pilot programs, government programs, and other activities related to innovative health care programs, transformative care models, and payment reform and related assessments ("Initiatives"), including for example: efforts to increase the integration and coordination between primary care and behavioral health care, mental health care and substance abuse treatment, and community based resources; Medicaid Accountable Care Collaborative and "medical home" models of care; the Colorado Primary Care Initiative; efforts to increase the efficient and secure exchange of health information and data among authorized health care providers.

On occasion, RMHMO and its participating providers and Partnering Organizations want to assess the impacts of such Initiatives and models in order to contribute to generalizable knowledge through research to report on such Initiatives, or provide information that is useful in relation to assessing and improving RMHMO's and the various practices' health care operations activities and the practice's treatment protocols or guidelines. For example, RMHMO may work with the University of Colorado to conduct research into the impact of primary care physician global payment methodologies and the integration and coordination of behavioral health care, mental health and substance abuse treatment with primary care.

NOW THEREFORE, RMHMO and the Partnering Organization identified in the signature block below (collectively referred to herein as the "Parties") in consideration of the promises and assurances contained herein, and other good and valuable consideration, agree to the terms set forth below:

1. Purposes. The Parties may use protected health information held by RMHMO and the Partnering Organization for purposes of research projects related to the Initiatives, or to engage in data aggregation and to obtain data analysis for purposes of case management, care coordination, treatment, quality improvement and other health care operations. Any and all such uses shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), related regulations (45 CFR Parts 160-164) including any amendments or additions to such regulations ("HIPAA"), and other applicable state and federal laws.

2. Limited Data Set and Business Associate Agreement. The Partnering Organization hereby grants authority to RMHMO to conduct data analysis, aggregation and research, to assist the Partnering Organization with health care operations activities, and to engage third parties to assist in performance of such activities. RMHMO may have access to and use protected health information obtained from or on behalf of the Partnering Organization to create a "limited data set," as such term is defined and described by 45 C.F.R. 164.514(e), and to use such information for RMHMO's own research and health care operation activities. Such limited data sets may be aggregated with protected health information maintained by other health care providers other sources. In creating a "limited data set" and performing other activities for or on behalf of the Partnering Organization, RMHMO is acting as a Business Associate of the Partnering Organization, and therefore agrees to the HIPAA compliant business associate agreement terms attached hereto as Attachment A.

3. Data Use Agreement. In addition, to the extent RMHMO is conducting research or health care operations for its own purposes and using a limited data set, RMHMO expressly agrees:

a. Not to use or further disclose information in the limited data set in a manner that would violate the requirements of HIPAA if done by a HIPAA "covered entity;"

b. Not to use, or disclose the information and data in the limited data set other than as permitted by this AGREEMENT or as otherwise required by law;

c. To use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this AGREEMENT;

d. To report to the Partnering Organization any use or disclosure of the limited data set not provided for and permitted by this AGREEMENT of which RMHMO becomes aware;

e. To ensure that any agents, including subcontractors, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to RMHMO with respect to the limited data set;

f. Not to identify information in the limited data set or attempt to identify the individuals whose information is contained in the limited data set or contact such individuals;

g. That the Partnering Organization shall have the right to terminate use of the limited data set (i) at any time, without cause, by providing 30 days advance written notice, or (ii) immediately, by providing written notice, if RMHMO has violated any of the conditions set forth in this paragraph 3 or has accessed or used the limited data set for any purpose not described herein.

4. Grant of Authority. RMHMO is hereby granted authority to enter HIPAA compliant Data Use Agreements on behalf of the Partnering Organization with other third-party researchers so that such third parties may conduct research.

5. Miscellaneous.

a. Termination. Any party may terminate its participation in this AGREEMENT for any reason upon thirty (30) days prior written notice given to the other Party.

b. Liability. Each Party shall be responsible for its own acts or omissions, including those of its agents, officers, or employees, while performing their duties under this AGREEMENT to the full extent allowed by law.

c. Patient Confidentiality. With respect to a research subject's or patient's medical records, the Parties agree to hold in confidence the identity of the patients and their Protected Health Information ("PHI") as that term is defined by HIPAA in accordance with Applicable Laws, except to the extent necessary to be disclosed to regulatory agencies as part of the review process and as permitted by an Institutional Review Board (IRB)-approved Informed Consent form.

d. Assignment. No Party shall assign any part of this AGREEMENT without the prior written permission of the other Parties. This AGREEMENT shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns, subsidiaries and affiliates.

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

f. Effective Date. The effective date of this AGREEMENT shall be ~~September 15, 2014~~_____.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado ~~nonprofit~~ corporation d/b/a/ Rocky Mountain Health Plans	PARTNERING ORGANIZATION NAME _____ Partnering Organization
By:_____ (signature)	By:_____ (signature)
_____ (print/type name and title of signatory)	_____ (print/type name and title of signatory)

ATTACHMENT A - BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and ("Partnering Organization") identified in the signature block of the Accountable Care Services Agreement ("Services Agreement") to which this Attachment A is attached have agreed to engage in collaborative data use, access and aggregation in order to conduct research, health care operations, and treatment related activities associated with various Initiatives described in the Services Agreement.

WHEREAS, RMHMO will be performing functions on behalf of the PARTNERING ORGANIZATION, as further described in the Services Agreement, which will require that RMHMO have access to PHI that RMHMO would not otherwise have in its independent role as a Covered Entity.

WHEREAS, in the performance of such functions described above, RMHMO is a Business Associate of the PARTNERING ORGANIZATION.

WHEREAS, the purpose of this BUSINESS ASSOCIATE AGREEMENT ("Agreement") is to comply with HIPAA as it applies to the PARTNERING ORGANIZATION and RMHMO.

WHEREFORE, In consideration of the mutual promises made between RMHMO and the PARTNERING ORGANIZATION in the underlying Services Agreement, the parties agree as follows:

I. Definitions.

The following terms (whether capitalized or not) used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of RMHMO.

RMHMO agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement and the underlying Services Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to PARTNERING ORGANIZATION any use or disclosure of protected health information not provided for by the Services Agreement or this Agreement of which it becomes aware that occur when RMHMO is performing services as a Business Associate, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. PARTNERING ORGANIZATION and RMHMO will work cooperatively to complete breach assessments, and address and comply with breach notification requirements of HIPAA.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of RMHMO agree to the same restrictions, conditions, and requirements that apply to RMHMO with respect to such information;

(e) Make available protected health information in a designated record set to PARTNERING ORGANIZATION as necessary to satisfy the PARTNERING ORGANIZATIONS's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the PARTNERING ORGANIZATION pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the PARTNERING ORGANIZATION's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to PARTNERING ORGANIZATION to satisfy obligations under 45 CFR 164.528;

(h) To the extent that RMHMO is to carry out one or more of the PARTNERING ORGANIZATION's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the PARTNERING ORGANIZATION in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by RMHMO

(a) RMHMO may only use or disclose protected health information as necessary to perform the services described and for the purposes described in the underlying Services Agreement to which this Agreement is attached as an Attachment. Notwithstanding the foregoing, no provision or term of this Agreement shall prevent, restrict, or prohibit RMHMO's use or access to PHI that RMHMO has otherwise created, obtained or maintains in its individual capacity as a Covered Entity or in RMHMO's capacity as a Business Associate of a Covered Entity other than the Partnering Organization.

(b) RMHMO may use or disclose protected health information as required by law.

(c) RMHMO agrees to make uses and disclosures and requests for protected health information consistent with its own Minimum Necessary policies and procedures that RMHMO has established in its independent capacity as a Covered Entity health plan.

(d) RMHMO may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by PARTNERING ORGANIZATION.

(e) RMHMO may use protected health information for the proper management and administration of the RMHMO or to carry out the legal responsibilities of the RMHMO.

(f) RMHMO may provide data aggregation services relating to the health care operations of the PARTNERING ORGANIZATION.

IV. Provisions for PARTNERING ORGANIZATION to Inform RMHMO of Privacy Restrictions

(a) PARTNERING ORGANIZATION shall notify RMHMO of any limitation(s) in the notice of privacy Partnering Organizations of PARTNERING ORGANIZATION under 45 CFR 164.520, to the extent that such limitation may affect RMHMO's use or disclosure of protected health information.

(b) PARTNERING ORGANIZATION shall notify RMHMO of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect RMHMO's use or disclosure of protected health information.

(c) PARTNERING ORGANIZATION shall notify RMHMO of any restriction on the use or disclosure of protected health information agreed to or that PARTNERING ORGANIZATION is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect RMHMO's use or disclosure of protected health information.

V. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying Services Agreement, and shall terminate when the Services Agreement terminates

or on the date PARTNERING ORGANIZATION terminates for cause as authorized in paragraph (b) of this Section V., whichever is sooner.

(b) Termination for Cause. RMHMO authorizes termination of this Agreement by PARTNERING ORGANIZATION if RMHMO has violated a material term of the Agreement and has failed to cure the breach or end the violation within the timeframe specified by PARTNERING ORGANIZATION.

(c) Obligations of RMHMO Upon Termination. Upon termination of this Agreement for any reason, RMHMO, with respect to protected health information received from PARTNERING ORGANIZATION under the Services Agreement, or created, maintained, or received by RMHMO on behalf of PARTNERING ORGANIZATION, shall:

1. Retain only that protected health information which is necessary for RMHMO to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to PARTNERING ORGANIZATION (or destroy if agreed to by PARTNERING ORGANIZATION) the remaining protected health information that the RMHMO still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as RMHMO retains the protected health information;

4. Not use or disclose the protected health information retained by RMHMO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) of Section III above under "Permitted Uses and Disclosures By RMHMO" which applied prior to termination; and

5. Return to PARTNERING ORGANIZATION, or if agreed to by PARTNERING ORGANIZATION, destroy the protected health information retained by RMHMO when it is no longer needed for RMHMO's proper management and administration or to carry out its legal responsibilities.

6. Survival. The obligations of RMHMO under this Section shall survive the termination of this Agreement.

VI. Miscellaneous

(a) Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, PARTNERING ORGANIZATION may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, effective immediately upon written notice to RMHMO. Upon the addition of, change, or amendment to any applicable federal or

state laws or regulations which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.

(b) Indemnification. Each party will indemnify, hold harmless and defend the other parties to this Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceeding made by any person or organization, arising out of or in any way connected with the party's performance under this Agreement.

(c) No Agency or Partnership. This Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

(d) Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party to this Agreement.

(e) Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Western Colorado

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Western Colorado University and Gunnison COunty

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

Summary:

Western is hiring their own position to provide harm reduction education on campus and to partner with the County. Funding for this position comes from the Colorado Department of Public Health and Environment Harm Reduction Grant

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 1/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 7th day of January 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 Western Colorado University , whose address is 1 Western Way, Gunnison, CO 81230 ("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: The Assistant Director of Community Wellness leads health education initiatives, prevention, and wellness programs, with a focus on alcohol, drug education, mental health awareness, and harm reduction. This role also involves extensive health resource navigation and support, connecting college students with both on-campus services and vital resources in Gunnison County. Due to the resource navigation this position will oversee, the following will be shared with Gunnison County for grant reporting purposes: gender, age, and resources navigated to.

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 October 22, 2029, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Harm Reduction 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 Twenty Eight Thousand and No/100 U.S. Dollars each year ($28,000.00) ("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.

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

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. 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: Western Colorado University [Name]
1 Western Way, Gunnison, CO [Address]

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; 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: Gary Pierson

Its: Dean of Students

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Counties Casualty and Property Pool Agree

Action Requested:

Parties to the Agreement:

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

Summary:

CTSI 2025 CAPP Contribution

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/16/2024

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

Comments:
Legally sufficient. SO 12/19/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/19/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/21/2024

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

Agenda Date: 1/7/2025

Revised April 2015

CTSI
Serving Colorado's Counties

December 5, 2024

Invoice

2025 CAPP Contribution

Gunnison SF County

ACH Transfer Instructions Enclosed
Do not combine this check with any other payment being sent to CTSI.
A separate check for the amount due must be made payable to this pool.

To: Ana Canada, Gunnison SFCounty

From: Rhonda Curran, Manager of Risk Programs

Direct all inquiries to Rhonda Curran at 303-861-0507.

Make check payable to: Colorado Counties Casualty and Property Pool
800 Grant St. Suite 400, Denver, CO 80203

Membership in Colorado Counties Casualty and Property Pool
January 1, 2025 through December 31, 2025

2025 Contribution:	$628,150
2025 Discount for CTSI Fees	($17,881)
Subtotal	$610,269
2025 Equity Credit:	($9,754)
2025 Amount Due	**$600,515**
Deposit for claim payments	$20,000
Due January 1, 2025:	**$620,515**

Amount for January 1 through December 31, 2025 is payable January 1, 2025 and becomes **delinquent on January 31, 2025** at which time interest on the unpaid balance will begin to accrue. **Payment plans must be arranged in accordance with CAPP Bylaws, Article 9.A.**

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison SF County
January 1, 2025 through December 31, 2025

THIS AGREEMENT is entered into this 1st day of January 2025 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison SF County** ("County"), a political subdivision of the State of Colorado.

ARTICLE 1.0 RECITALS

1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.

1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").

1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2025 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

ARTICLE 2.0 TERM

2.1 This Agreement shall take effect on January 1, 2025, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

ARTICLE 3.0 OBLIGATIONS OF COUNTY

3.1 The County shall pay CAPP **$628,150** with equity credit of **($9,754)** and discount of CTSI fees in the amount of **($17,881)** for a total contribution due of **$600,515** by January 31, 2025 for insurance coverage and services rendered by CAPP for the period January 1, 2025 – December 31, 2025. For services provided by CAPP after December 31, 2025, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **75,412** in 2025 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of

CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **$20,000** claims deposit shall be paid to CAPP by January 31, 2025. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.

3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.

3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.

3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.

3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.

3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

ARTICLE 4.0 OBLIGATIONS OF CAPP

4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

ARTICLE 5.0 WITHDRAWAL AND EXPULSION

5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.

5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.

5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

ARTICLE 6.0 INFORMATION

6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

ARTICLE 7.0 GENERAL PROVISIONS

7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.

7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.

7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.

7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2025.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

Meredith K. Burcham

_____ Date: December 5, 2024

Meredith K. Burcham
CTSI Executive Director

Gunnison SF County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Robert Whiting; J

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Robert Whiting

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

Summary:

Contract to Provide Drivers Education and Behind the Wheel to Gunnison County youth.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/10/2024

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

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2024

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

Agenda Date: 1/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of October 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 Robert Whiting , whose address is 56 Willow Trial, Gunnison, CO 81230.

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 classroom Drivers Education and Behind the Wheel Education for youth in Gunnison County.

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 September 30th, 2025 , unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its increase of incidents and intensity of mental health issues for youth and families – 80% of youth not reporting binge drinking in the past 30 days 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 fourty six thousand and eight hundred dollars and No/100 U. S. Dollars ($46,800) ("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. 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.

b. 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.

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

12. MISCELLANEOUS.

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

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. GOV RNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; 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

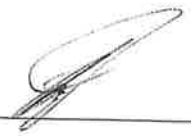
By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

[*OR COUNTY MANAGER SIGNATURE*]

CONTRACTOR

By: 

Its: 11/05/24

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #2; 24-HTZ-ZL-00208; Juvenile Services;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Transit

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

Summary:

Amendment to the contract for an additional $3,000.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 1/2/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/2/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

PO #: 491003273
Routing #: 24-HTS-ZL-00208-M0003

STATE OF COLORADO AMENDMENT (2)

SIGNATURE AND COVER PAGE

State Agency
Department of Transportation
Subrecipient
Gunnison County
Original Subaward Agreement Number
24-HTS-ZL-00208
Amendment Subaward Agreement Number
24-HTS-ZL-00208-M0003

Subaward Agreement Performance Beginning Date
October 1, 2023
Current Agreement Expiration Date
September 30, 2025
Current Fund Expenditure End Date
September 30, 2025
Subaward Agreement Amount

Federal Fiscal Year 2024 (October 1, 2023-September 30,2024)	$126,485.78
Federal Fiscal Year 2025 (October 1, 2024-September 30, 2025)	$134,405.30
Agreement Total	$260,891.08

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.

SUBRECIPIENT SIGNAURE
GUNNISON COUNTY

By:_____

Name:_____

Title:_____

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By:_____

Name:_____

Title:_____

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

1) PARTIES

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

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 Subrecipient 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 Subaward 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 Subaward.

4) PURPOSE

The purpose for this Amendment is to add $3,000.00 to the Current Total Encumbered Amount shown on the Signature and Cover Page for this Amendment, and revise Exhibit A.1 - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

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

A. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

B. Exhibit A.1 is hereby deleted and replaced with the attached Exhibit A.2.

6) LIMITS OF EFFECT

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

EXHIBIT A.2, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County
Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)
WBS Element: 24NHTSA402.0313 / 2025NHTSA402.0313
SAM UEI: NSN9FAGKEDJ9
CFDA: 20.600
FAINS: 69A37524300004020CO0

Year 1 / FY 24 Description

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.
The Subrecipient shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Year 2 / FY 25 Description

This Action Plan is for the development and execution of community and school-based prevention and education focusing on impaired driving within Gunnison County. Gunnison County (the Subrecipient) shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget for Year 3 shall be within 10% of the budget planned for Year 2. The planned activities noted below will be similar in year 3.

Year 1 / FY 24 Subrecipient Responsibilities

The Subrecipient will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

Year 2 / FY 25 Subrecipient Responsibilities

Under this contract, Gunnoson County shall work to reduce the number of impaired driving fatalities and overall traffic related fatalities within Gunnison County.

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the grantee signifies their understanding and approves the use of these activities within their jurisdiction.

Original Federal Funding $126,485.78
Additional Funds $134,405.30
Total Revised Federal Funding $260,891.08

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Revised Original Budget Summary

FFY24 Gunnison County Budget - Reprinted 12/23/2024
Substance Abuse Prevention Project
WBS: 24nhtsa402.0313
Revised 5/14/2024

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$0.00	Operating Expenses Totals:	$24,297.27
Hourly Employee Totals:	$33,796.80	Contractual Services Totals:	$47,300.00
Fringe Benefit Costs Totals:	$9,120.00	Travel Expenses Totals:	$473.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$114,987.07
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,498.71
Budget Total:	$126,485.78

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	$37.34	40.00	$1,493.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$17,923.20

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GCSAPP Program Manager	Straight Time Rate	$33.07	40.00	$1,322.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$15,873.60

Description	Fringe Costs	Months	Total	Budget Description
Prevention Program Coordinator	$520.00	12.00	$6,240.00	Hourly Fringe for the Prevention Program Coordinator = $13 hr x 40 hr/mo = $520
GCSAPP Program Manager	$360.00	8.00	$2,880.00	Hourly fringe for the GCSAPP Program Manager = $9 hr x 40 hr/mo = $360

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	$15.00	164.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	$2,460.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$600.00	6.00	4 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$3,600.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	$4,500.00
Rent	Monthly Cost	$450.00	12.00	Office space rent	$5,400.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1.00	1,227.27	Survey software and materials for the GCSAPP Community Survey	$1,227.27
Driver's Ed/GDL Materials	Cost per Unit	$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,250.00

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00
Youth Advisor	10.00	2.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$500.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	$211.50	$105.75/night x 2 nights = $211.50	$423.00
Mileage	1	$0.00	.none	$0.00
Per diem	1	$50.00	$50 for one person, destination tbd.	$50.00

Description	Number of Units	Cost Per Unit	Budget Description	Total

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$114,987.07	$11,498.71

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

Amendment #1 Budget Summary

FFY25 Contract Renewal Budget
Gunnison County
Substance Abuse Prevention Project
2025nhtsa402.0313

Reprinted 12/23/2024

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	$22,479.00	Operating Expenses Total:	$15,860.00
Hourly Employee Total:	$16,320.00	Contractual Services Total:	$49,300.00
Fringe Benefit Costs Total:	$11,880.00	Travel Expenses Total:	$1,984.00

Subtotal Before Indirect Costs:	$117,823.00
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,782.30
Office Rent Expense Total:	$4,800.00
Capital Equipment Total:	$0.00
Budget Total:	$134,405.30

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
GCSAPP Program Manager	Full-Time	$1,873.25	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$22,479.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Programs coodrinator	Straight Time Rate	$34.00	40.00	$1,360.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$16,320.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	$560.00	12.00	$6,720.00	Hourly Fringe for the Prevention Program Coordinator = $14 hr x 40 hr/mo = $560
GCSAPP Program Manager	$430.00	12.00	$5,160.00	25% of monthly fringe costs.

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$600.00	4.00	4 positive social norming events @ $600 an event to cover the cost of materials, event registrations.	$2,400.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	$4,500.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1.00	1,850.00	Survey software and materials for the GCSAPP Community Survey	$1,850.00
Driver's Ed/GDL Materials	Cost per Unit	$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,250.00

Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

Monthly Rent Cost	Number of Months	Budget Description	Total
$400.00	12.00	Office space rent	$4,800.00

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Youth Advisor	10.00	10.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$2,500.00
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00

Docusign Envelope ID: DB759F38-4C06-4861-A838-CC87C4B2BD5B

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Mileage and per diem (meals and lodging)	2	$992.00	Mileage (.60 per mile @ 541.67 miles = 325.00), meals ($69 per diem x 3 days = $207) + $5. incidentals x 2 = $10), and$150/night x 3 nights = $450.	$1,984.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$117,823.00	$11,782.30

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

STATE OF COLORADO AMENDMENT (1)

SIGNATURE AND COVER PAGE

State Agency
Department of Transportation

Subrecipient
GUNNISON COUNTY

Original Subaward Agreement Number
24-HTS-ZL-00208

Amendment Subaward Agreement Number
24-HTS-ZL-00208-M0002

Subaward Agreement Performance Beginning Date
October 01, 2023

Current Agreement Expiration Date
September 30, 2025

Current Fund Expenditure End Date
September 30, 2025

Current Total Encumbered Amount $257,891.08

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.

SUBRECIPIENT

GUNNISON COUNTY

By: Signed by: D9072877079D4CD... _____

Name: Jonathan Houck

Title: Chair-Gunnison BOCC

Date: 9/10/2024

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: DocuSigned by: Keith Stefanik 63C1F827D40E4B3... _____

Name: Keith Stefanik

Title: Chief Engineer

Date: 9/10/2024

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Yoni Copelnano BD4801C5CEAC478... _____
Department of Transportation

Effective Date: 9/10/2024

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

1) PARTIES

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

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 Subrecipient 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 Subaward 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 Subaward.

4) PURPOSE

The purpose for this Amendment is to add $134,405.30in FFY 25 funds to the Current Total Encumbered Amount and to extend the Subaward Expiration Date and Fund Expenditure Date shown on the Signature and Cover Page for this Amendment and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

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

A. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date is hereby deleted and replaced with the Current Fund Expenditure End Date on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in their entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

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

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EXHIBIT A.1, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County
Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)
WBS Element: 24NHTSA402.0313 / 2025NHTSA402.0313
SAM UEI: NSN9FAGKEDJ9
CFDA: 20.600
FAINS: 69A37524300004020CO0

Year 1 / FY 24 Description

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.
The Subrecipient shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Year 2 / FY 25 Description

This Action Plan is for the development and execution of community and school-based prevention and education focusing on impaired driving within Gunnison County. Gunnison County (the Subrecipient) shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget for Year 3 shall be within 10% of the budget planned for Year 2. The planned activities noted below will be similar in year 3.

Year 1 / FY 24 Subrecipient Responsibilities

The Subrecipient will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

Year 2 / FY 25 Subrecipient Responsibilities

Under this contract, Gunnoson County shall work to reduce the number of impaired driving fatalities and overall traffic related fatalities within Gunnison County.

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the grantee signifies their understanding and approves the use of these activities within their jurisdiction.

Original Federal Funding $123,485.78
Additional Funds $134,405.30
Total Revised Federal Funding $257,891.08

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Original Budget Summary

FY24 Budget
Gunnison County
Gunnison County Substance Abuse Prevention Pilot Project
24NHTSA402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$0.00	Operating Expenses Totals:	$19,010.00
Hourly Employee Totals:	$31,780.80	Contractual Services Totals:	$49,300.00
Fringe Benefit Costs Totals:	$10,560.00	Travel Expenses Totals:	$1,609.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$112,259.80
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,225.98
Budget Total:	$123,485.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	$31.14	40.00	$1,245.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$14,947.20
GCSAPP Program Manager	Straight Time Rate	$35.07	40.00	$1,402.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$16,833.60

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Program Coordinator	$520.00	12.00	$6,240.00	Hourly Fringe for the Prevention Program Coordinator = $13 hr x 40 hr/mo = $520
GCSAPP Program Manager	$360.00	12.00	$4,320.00	Hourly fringe for the GCSAPP Program Manager = $9 hr x 40 hr/mo = $360

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$500.00	4.00	4 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$2,000.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	$4,500.00
Rent	Monthly Cost	$200.00	12.00	Office space rent	$2,400.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile State Mileage Rate

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00
Youth Advisor	10.00	10.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$2,500.00

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	$450.00	$150/night x 2 people x 3 nights = $900	$900.00
Mileage	2	$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	$295.00
Per diem	2	$207.00	$69 per diem x 3 days x 2 persons = $414	$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$112,259.80	$11,225.98

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Amendment Budget Summary

FFY25 Contract Renewal Budget
Gunnison County
Gunnison County Substance Abuse Prevention Project
2025nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	$22,479.00	Operating Expenses Total:	$15,860.00
Hourly Employee Total:	$16,320.00	Contractual Services Total:	$49,300.00
Fringe Benefit Costs Total:	$11,880.00	Travel Expenses Total:	$1,984.00

Subtotal Before Indirect Costs:	$117,823.00
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,782.30
Office Rent Expense Total:	$4,800.00
Capital Equipment Total:	$0.00
Budget Total:	$134,405.30

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
GCSAPP Program Manager	Full-Time	$1,873.25	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$22,479.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Programs coodrinator	Straight Time Rate	$34.00	40.00	$1,360.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$16,320.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	$560.00	12.00	$6,720.00	Hourly Fringe for the Prevention Program Coordinator = $14 hr x 40 hr/mo = $560
GCSAPP Program Manager	$430.00	12.00	$5,160.00	25% of monthly fringe costs.

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Driver's Education Materials	Monthly Cost	$200.00	10.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting, positive social norming, and events.	$4,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$500.00	6.00	6 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$3,000.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1,500.00	1.00	Survey software and materials for the GCSAPP Community Survey	$1,500.00

Operating Mileage: Mileage incurred during the normal course of business. Mileage related to overnight travel must be listed under the Travel Expense section in Budget Section 3 of 3.

Mileage rates must reflect the established State of Colorado 2WD rate for cost per mile State Mileage Rate

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total

Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

Monthly Rent Cost	Number of Months	Budget Description	Total
$400.00	12.00	Office space rent	$4,800.00

Docusign Envelope ID: E042172A-9DB0-48BF-9D58-135088D8D0AD

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Youth Advisor	10.00	10.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$2,500.00
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Milage	2	$335.00	.67 per mile x 1 RT to Gunnison to Denver @ 500 miles	$670.00
Meals	2	$207.00	$69 per diem x 3 days x 2 persons = $414	$414.00
Lodging	2	$450.00	$150/night x 2 people x 3 nights = $900	$900.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$117,823.00	$11,782.30

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STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	**Agreement Number/PO Number** 24-HTS-ZL-00208/491003273
Subrecipient GUNNISON COUNTY	**Agreement Performance Beginning Date** The later of the Effective Date or October 01, 2023
	Initial Agreement Expiration Date September 30, 2024
Subaward Agreement Amount Current Agreement Encumbered Total $123,485.78	**Fund Expenditure End Date** September 30, 2024
	Agreement Authority Authority to enter into this Agreement exists in CRS §§24-42-101, 24-42-103, 43-1-104, 43-1-106, 43-1-110, 43-5-401, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC Chapter 4.

Agreement Purpose

NHTSA Grant funds awarded to agencies, organizations, and tribal governments within the State of Colorado that provide programs, projects, services, and strategies that are intended to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Additional Program Requirements.

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

1. Exhibit C – Federal Provisions, and Exhibit D – Additional Program Requirements.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A **–** Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Lisa Totman
Office of Transportation Safety/Highway Safety Office
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
Lisa.totman@state.co.us

For Subrecipient:
Matthew Birnie
GUNNISON COUNTY
200 EAST VIRGINIA AVENUE
GUNNISON, CO 81230
mbirnie@gunnisoncounty.org

DocuSign Envelope ID: 308C6368-7E1C-439C-8639-8D89B8B491E4

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT GUNNISON COUNTY By: DocuSigned by: D9072877079D4CD... Name: Jonathan Houck Title: Chair-Gunnison BOCC Date: 9/19/2023	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: DocuSigned by: Keith Stefanik 63C1F827D40E4B3... Name: Keith Stefanik Title: Chief Engineer Date: 9/19/2023
2nd State or Subrecipient Signature if needed By: Name: Title: Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General N/A By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: Kalea Sluga 93DBB0F0523A40C...
By: Department of Transportation

Effective Date: 9/19/2023

DocuSign Envelope ID: 308C6368-7E1C-439C-8639-8D89B8B491E4

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1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the "Subrecipient"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§0**, or after the Fund Expenditure End Date.

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

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E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement 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 Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§0.**

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§**Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, 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, Subrecipient shall be subject to the rights and obligations set forth in **§0**.

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement 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 Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient 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 Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

E. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

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

G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

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H. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

I. "**End of Term Extension**" means the time period defined in **§0**.

J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "**Extension Term**" means the time period defined in **§0**.

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, 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 Subrecipient or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

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

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

P. "**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.

Q. "**Initial Term**" means the time period defined in **§0**.

R. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

S. "**NHTSA**" means National Highway Traffic Safety Administration.

T. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

U. "**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. 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.

V. "**Recipient**" means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.

W. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII 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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form.

BB. "**Subaward Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

CC. "**Subcontractor**" means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.

DD. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the Goods delivered and Services performed pursuant to this 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, information, 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 Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

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

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. 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 Subrecipient 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 Subrecipient shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

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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. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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 Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant 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 Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, 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 Agreement were terminated in the public interest as described in **§0**.

v. 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. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State 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 Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of 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.

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E. Reimbursement of Subrecipient Costs

i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in **§5.E.**, Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

G. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

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to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

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

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. 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 Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

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D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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 Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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 Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient'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 Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

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E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

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

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient 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 Agreement.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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 Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in **§9.C**. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient 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 Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

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B. General Liability

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

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

E. Primacy of Coverage

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

F. Cancellation

All 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 Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

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

I. Certificates

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

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11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§**Error! Reference source not found. for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient 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 Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§**Error! Reference source not found.**,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient 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, Subrecipient 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 Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient 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 Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient'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 Agreement had been terminated in the public interest under **§0**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient 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:

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a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient 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 Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(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. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in **§**Error! Reference source not found. and the dispute resolution process in **§Error! Reference source not found.** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§0** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement 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 Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if

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any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient 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 Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement 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 Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement 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 Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

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D. Authority

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

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this 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.

F. Counterparts

This Agreement 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 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

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

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

Any reference in this Agreement 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 Agreement.

K. 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 Subrecipient'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.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. 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 Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

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O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

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

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

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

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

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D. **INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient 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.**

Subrecipient 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 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 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 Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this 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 Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient 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

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made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, 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] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(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 Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(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 Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

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

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(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 Agreement.

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EXHIBIT A, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County

Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)

WBS Element: 24NHTSA402.0313 / SAM UEI: NSN9FAGKEDJ9 / CFDA: 20.600

Description

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide. By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

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FY24 Budget
Gunnison County
Gunnison County Substance Abuse Prevention Pilot Project
24NHTSA402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	$0.00	Operating Expenses Totals:	$19,010.00
Hourly Employee Totals:	$31,780.80	Contractual Services Totals:	$49,300.00
Fringe Benefit Costs Totals:	$10,560.00	Travel Expenses Totals:	$1,609.00
Capital Equipment Totals:	$0.00		

Subtotal Before Indirect Costs:	$112,259.80
Indirect Rate:	10.00%
Indirect Cost Totals:	$11,225.98
Budget Total:	$123,485.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	$31.14	40.00	$1,245.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	$14,947.20
GCSAPP Program Manager	Straight Time Rate	$35.07	40.00	$1,402.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	$16,833.60

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Program Coordinator	$520.00	12.00	$6,240.00	Hourly Fringe for the Prevention Program Coordinator = $13 hr x 40 hr/mo = $520
GCSAPP Program Manager	$360.00	12.00	$4,320.00	Hourly fringe for the GCSAPP Program Manager = $9 hr x 40 hr/mo = $360

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	$500.00	4.00	4 positive social norming events @ $500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	$2,000.00
Phone Cost	Monthly Cost	$35.00	12.00	Phone - $35 month for 1 FTE	$420.00
Computer Cost	Cost per Unit	$3,000.00	1.00	computer cost for 1 FTE	$3,000.00
Marketing and Social Media	Monthly Cost	$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	$4,500.00
Rent	Monthly Cost	$200.00	12.00	Office space rent	$2,400.00
Copies	Monthly Cost	$120.00	12.00	Copies and printing	$1,440.00
Community Survey	Cost per Unit	$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile State Mileage Rate

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	$46,800.00
Youth Advisor	10.00	10.00	$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	$2,500.00

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Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	$450.00	$150/night x 2 people x 3 nights = $900	$900.00
Mileage	2	$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	$295.00
Per diem	2	$207.00	$69 per diem x 3 days x 2 persons = $414	$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	$112,259.80	$11,225.98

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) $0.00 Local Funds Local Match Amount (%) $0.00 Agreement Total $0.00	**Option Agreement Number** Insert CMS number or Other Contract Number of this Option **Agreement Performance Beginning Date** The later of the Effective Date or Month, Day, Year **Current Agreement Expiration Date** Month, Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.
   B. Option to change the quantity of Goods under the Agreement.
   C. Option to change the quantity of Services under the Agreement.
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   C. **For use with Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Name:_____ Title:_____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Department of Transportation Option Letter Effective Date: _____

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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

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

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

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

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

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

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

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

2.1.1.2. Award ***does not*** include:

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

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

2.1.1.2.3. Any award classified for security purposes; or

2.1.1.2.4. 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).

2.1.2. "Contract" means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.

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

2.1.4. "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.

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

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

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.

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

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "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."

2.1.10. "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.

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

2.1.12. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.13. "Subaward" means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. 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" 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 Subrecipient. The term does not include an individual who is a beneficiary of a federal program.

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

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

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. 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;

2.1.17.3. 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;

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

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

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2.1.17.6. 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.

2.1.18. "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 also is referred to as FFATA.

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

2.1.20. "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.

3. COMPLIANCE

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. 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 may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

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

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

5. TOTAL COMPENSATION

5.1. Contractor 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 $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor 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 Sub awards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and

5.1.3. 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. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

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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 and shall become part of Contractor's obligations under this Contract.

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 $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.

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 Contractor is a Subrecipient, Contractor 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 no later than the end of the month following the month in which the Sub award was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

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 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 Agreement, the following data elements:

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

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 regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. 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.

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10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §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 the Uniform Guidance. 2 CFR §200.331(a)(5).

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 §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §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 Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **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.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

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for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Contract," 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 Contracts," and any implementing regulations issued by the 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 subawards of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 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 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.

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.

13. CERTIFICATIONS

13.1. Unless prohibited by Federal statutes or regulations, 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 Contractor 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.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

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

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EXHIBIT D, ADDITONAL PROGRAM REQUIREMENTS

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

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matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.

11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.

12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.

14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.

15) Single Audit –All Non-Federal entities that expend $750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

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Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.

18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.

19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.

• Name of the entity receiving the award;
• Amount of the award;
• Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

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• Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
• A unique identifier (DUNS);
• The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
(i) the entity in the preceding fiscal year received—
(I) 80 percent or more of its annual gross revenues in Federal awards; and
(II) $25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity 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 section 6104 of the Internal Revenue Code of 1986;

23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.

24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than $5,000 that is exempt from the need for a waiver.
The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

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Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Annual Report Template: An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS's HSO Annual Report.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter; Public Building Electrificatio

Action Requested:

Parties to the Agreement:

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

Summary:

Grant Award Letter; Public Building Electrification Grant Program

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\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/20/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/20/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

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GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Energy Office	**Grant Amount** State Fiscal Year 2025: $500,000.00 State Fiscal Year 2026: Any SFY25 unspent funds State Fiscal Year 2027: $0.00 State Fiscal Year 2028: $0.00 State Fiscal Year 2029: $0.00 State Fiscal Year 2030: $0.00 **Total for all State Fiscal Years: $500,000.00**
Grantee Board of County Commissioners of Gunnison County	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date January 1, 2030	**Local Match Amount** **Total for all State Fiscal Years: $2,681,242.00**
Grant Authority Authority to enter into this Grant exists in HB 22-1362.	

Grant Purpose
The Grantee was awarded funding as a result of the competitive Public Building Electrification Grant Program (PBEG) Requests for Application.

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

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Payment Conditions.
3. Exhibit C, Grantee's Application.

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

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget and Payment Conditions.
5. Exhibit C, Grantee's Application

Principal Representatives

For the State:
Brittney Vancuran
Colorado Energy Office
1600 Broadway, Suite 1960

Denver, CO 80202
brittney.vancuran@state.co.us

For Grantee:
John Cattles
Gunnison County
200 E. Virginia Avenue

Gunnison, CO 81230
jcattles@gunnisoncounty.org

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SIGNATURE PAGE,

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE	**STATE OF COLORADO**
Board of County Commissioners of Gunnison County	Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director
_____ By: Matthew Birnie, County Manager	_____ By: Dominique Gómez, Deputy Director
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____

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1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Dateand shall terminate on the Grant Expiration Date shown on the Cover Page for this Grant Award Letter unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

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

D. **"Electric Ready"** means adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation

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of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.

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

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

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

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

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

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

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

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

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

N. **"IPMVP"** means International Performance Measurement and Verification Protocol

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

P. **"M&V"** means measurement and verification.

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

R. "**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.

S. **"Quarter"** means the three (3) months periods ending March 31, June 30, September 30, and December 31 of each calendar year.

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

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U. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, 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.

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

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

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

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

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

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 Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall

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not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.. The State shall 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 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

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

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the

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Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. 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.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise 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 Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

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B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., 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..

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

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acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

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

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b),

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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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall

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remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. 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.

ii. 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.

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

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

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

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§24-37.5-102(2.6), then this 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 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.

D. **INDEPENDENT CONTRACTOR.**

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

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

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this 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 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 Agreement, including, without limitation, immediate termination of this 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 Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, 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.

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EXHIBIT A, STATEMENT OF WORK

1. Public Building Electrification Grant Program

The Public Building Electrification Grant (PBEG) Program was created by HB 22-1362 to promote greenhouse gas emissions reductions from public buildings in the State of Colorado. Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's Greenhouse Gas Pollution Reduction Roadmap. Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

The resulting Public Building Electrification Grant Program (PBEG) program is a competitive, reimbursement-based grant program administered by CEO.The total funding amount distributed by PBEG is not to exceed $10 million over the program's duration. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in public buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Project Description

The Grantee was awarded grant funding as a result of the Public Building Electrification Grant (PBEG) Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to **Gunnison County** (hereinafter called "Grantee"), towards the costs associated and eligible with the PBEG program.

PBEG is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment in public buildings throughout the state of Colorado.

Grantee is requesting funding for the planning and installation of electric equipment in **the Whetstone Workforce Housing Development at 25315 Hwy. 135 Crested Butte, CO 81224.**

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Any dates or deadlines with the exception of the Effective Date and Grant Expiration Date of this Grant Award Letter may be adjusted by mutual written agreement of the Grantee and CEO. Exclusively for the purposes of modifying deadlines in this Statement of Work, e-mail shall suffice as written documentation. If applicable, an extension of the Grant Expiration Date of the Grant Award shall require a formal modification to the Grant Award Letter.

The Grantee shall hire and retain contractors and other professional services as needed to purchase and install necessary equipment and supporting structures.

Total award not to exceed **$500,000.00**

3. Grantee Tasks, Deliverables & Timeline

Grantee is subject to the following tasks, deliverables and timelines.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 45 days of Grant Agreement execution and will establish expectations of grantee for implementing this agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, Grantee's strategy to implement the proposed project and associated deliverables, and a review of this agreement to ensure a clear understanding of expectations.

Deliverables: PowerPoint slides or presentation containing the project timeline and contingency plans. Other meeting materials developed as appropriate.

Timeline: Meeting will be held within 45 days of grant agreement execution and materials developed and presented in the kick-off meeting to be delivered to the grant program manager within 2 business days following the meeting.

3.1.2. Reporting & Progress Meetings

CEO & Grantee shall conduct check-in calls on a quarterly schedule (State fiscal year). The Grantee shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

- Monthly Progress Reports
  Grantee will be subject to monthly performance reporting.

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Reports shall include:

- Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match funding source. Expenses must match the budget line items outlined in Exhibit B. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices.
- Programmatic – narrative report; including progress made toward project goals and objectives, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next month.

Deliverables: Monthly progress report with financial/expenditure tracking and programmatic narrative update.

Timeline: Monthly reports will be submitted to the grant program manager by the 15th of each month.

- Annual Performance Reporting

  Grantee shall submit a report to the Colorado Energy Office the first five years after receiving the grant award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

  Deliverables: Annual report with financial/expenditure tracking, programmatic narrative update, and impact reporting on energy use.

  Timeline: Annual report will be due each year in December.

- Final Report
  - The Grantee shall complete reimbursable work within 24 months of the Grant Agreement Effective Date and submit a final report. This report will demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain the Grantee's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant,

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including a breakdown of those covered under PBEG and by any match funding.

Deliverables: Final report providing a summary of key accomplishments from the past year, including project completion and final reporting requirements.

Timeline: Due at final reimbursement request within 24 months of Grant Effective Date.

Budget: $0.00

3.1.3. Payment Requests/Reimbursements

- Grantee shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with the monthly progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.
- The reimbursement report will be acceptable to CEO if it explains the Grantee's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.
    - If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed.

Deliverable/s:The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.

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- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).
- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.2. Electrification Training

3.2.1. The grantee shall attend Colorado Energy Office's Electrification Training Course to qualify for program match requirement reduction of 5%. Training shall be completed prior to Final Report submission.

- $25,000 will be withheld from the total budget allocated for electrification equipment until the deliverables are provided by the grantee.

Deliverables: Evidence of attending, either in person or virtually, the electrification training for building electrification grant recipients hosted by the Colorado Energy Office

3.3. Equipment Installation & Commissioning

3.3.1. Equipment Installation

The following activities will be performed and equipment will be purchased, installed, and operational:

- Space Heating & Cooling
  - Geothermal well fields for buildings 10, 11, 12.
  - Heat pumps and water loops for buildings 10, 11, 12.
  - Associated equipment and labor costs required for equipment installation.

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Budget: $500,000.00

3.3.2. Commissioning & Operational Verification

Grantee shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. Grantee shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

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Deliverable/s: Supporting documentation including a commissioning logbook, IPMVP Option B compliant M&V plan and report and any supporting data and primary information to be provided within 1 year of project completion date.

3.3.3. Final Project Design

Grantee is tasked with finalizing the detailed design of this project and providing CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.4. Local Match Amount

Grantee shall submit to the Colorado Energy Office details on any federal and local tax benefits received for the property that constitute grant match requirements.

- Inflation Reduction Act ITC tax credit for geothermal ($2,681,242.00)

Deliverable/s: Evidence of federal tax credit/benefits or local rebates received for this project. Evidence of general reserve funds and budgeted capital expenditure allocated for the project.

3.5. Acceptance Criteria

Deliverables will be accepted upon timely submission and review by the CEO grant manager to ensure they meet all criteria in the above tasks and are included in the monthly reports from the Grantee. CEO shall notify the Grantee in writing within ten (10) calendar days of receiving a deliverable whether it accepts or rejects that deliverable. If no notification is delivered to the Grantee within this period, the deliverable shall be considered accepted. Any deliverable rejection notice shall specify in reasonable detail the way the deliverable does not materially conform to the specifications set forth in this Exhibit A. Grantee shall then implement such changes as reasonably required to bring the deliverable into material conformity with this Exhibit A. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

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EXHIBIT B, BUDGET & PAYMENT CONDITIONS

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. PBEG Budget Form Summary

Planning Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Energy Audits/ Analysis Costs:	$0	0%

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	Community Organizing Costs:	$0	0%
	Total Request	**$0**	0%
Implementation Phase Budget Request	**Measure**	**Total Cost**	**CEO Grant Coverage Percentage**
	Electrification Equipment Costs:	$6,703,105.00	7.5%
	Electric Service/Panel Upgrade Costs:	$0.00	100%
	Administrative Costs:	$0	100%
	Total Request before Training:	$475,000.00	
	Total Request Cover by Grant after Training:	**$500,000.00**	
Total Project Costs Covered before Training (Planning & Implementation)		$475,000.00	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		**$500,000.00**	

*Grantees who elect to participate in CEO's electrification training course receive a 5% increase on electrification equipment costs covered by CEO not to go over the maximum award amount.

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COLORADO
Energy Office

PUBLIC BUILDING ELECTRIFICATION GRANT PROGRAM

Implementation Only Grant Application Form

Grant Program Overview

The Public Building Electrification Grant (PBEG) Program was created by HB 22-1362[1], to promote greenhouse gas emissions (GHGs) reductions from public buildings in the State of Colorado (State). Emissions from heating buildings are one of the five major sources of greenhouse gas pollution in the State, according to the State's Greenhouse Gas Pollution Reduction Roadmap. Furthermore, public buildings tend to be older buildings whose systems have high energy needs and high energy costs. Energy upgrades to public buildings often remain cost-prohibitive and are a lower priority than the execution of public services. In recognition of these challenges, the PBEG Program was designed to support public buildings in need of financial and technical assistance to transition fossil fuel powered HVAC systems, water heating systems, or fossil fuel-powered appliances to highly efficient electric equipment and appliances.

Projects that support electrification and energy efficiency projects for public buildings in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

Program Goals
The objectives of the PBEG Program are to:

1. Scale up beneficial electrification in projects across Colorado, specifically in DI / LI / JT communities.
2. Reduce energy consumption in public buildings in Colorado.
3. Reduce harmful indoor air pollution and greenhouse gas emissions associated with burning natural gas and other fossil fuels that disproportionately impact low-income communities.
4. Reduce energy burden for public entities, with the intent of saving money spent on energy bills and reallocating those to other public services.
5. Support State-wide adoption of Colorado's updated Energy Code.
6. Spur electrification market transformation and technology advancement to accelerate the deployment of net-zero buildings.

[1] House Bill (HB) 22-1362, the Building Greenhouse Gas Emissions Act, directed the Colorado Energy Office (CEO) to create a grant program that supports the electrification of public buildings called the Public Building Electrification Grant (PBEG) program. The development of the Grant Program is outlined in Section 24-38.5-405 of the House Bill.

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Preparing your Implementation Only Grant Application

BEFORE YOU BEGIN: Please read through the PBEG Program Guidelines and Resource pages to understand the program objectives, eligibility, and requirements. To complete your application, please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

To identify your community as a DI / JT / LI community for this grant funding opportunity, please:

1. Follow the guidance in the Community Identification Resource;
2. Prepare all documentation described in the resource; and
3. Provide the documentation outlined in Section 2 Community Information.

Note: A community is considered eligible for the DI / JT / LI allotment if they qualify for one or more of the community identifiers.

Implementation Only Grant Application Overview

The purpose of the grant application is to provide the Review Committee with an understanding of the applicant's proposed project, the project's commitment to full equipment electrification, any demonstrated need for funding support, and preparedness to implement the proposed project.

To submit your application and documentation, **DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields, DOWNLOAD OR MAKE A COPY of this Google Doc, fill out all applicable fields**, then follow submission instructions on the Colorado Energy Office's PBEG Grant Webpage. The applicant should review these guidelines in full prior to completing an application.

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EXHIBIT C

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Please DOWNLOAD OR MAKE A COPY of this Google Doc and fill out all applicable fields.

1. Contact Information and Project Summary

Project Title: Whetstone Workforce Housing

Applicant Organization/Entity: Gunnison County

Organization Type:

~~State agency~~
Local government
~~Institution of higher education~~
~~Special district~~
~~School district~~
~~Tribal government~~
~~Other, please specify~~

Lead Applicant Name/Title: John Cattles / Assistant County Manager

Lead Applicant Email Address: jcattles@gunnisoncounty.org

Lead Applicant Phone Number: 970-641-8562

Lead Organization Mailing Address: 200 E. Virginia Ave., Gunnison, CO 81230

Total Funding Amount Requested: $500,000 (if the max. request is higher than $500k we would ask for more)

Estimated Total Project Cost: $6,703,105

Project Timeline (anticipated start and end dates, any potential reason for delay):

The project will break ground in the spring of 2025. Geothermal drilling is expected to begin late summer or fall of 2024 and will continue in phases through the fall of 2025. Vertical construction of units will begin in the summer of 2025 with the first homes ready for occupancy by the fall of 2026 and the final units by early 2027. Delays could be caused by macro-economic factors affecting the ability for the project to be funded with a cost of debt that can be supported by the income restrictions for the tenants of the project. The project also could be delayed due to unforeseen constraints in construction labor and equipment procurement as was experienced in recent years with supply chain challenges. However, given current conditions no delays are anticipated; construction financing and proforma estimates are based on current interest rates with a margin for small changes in interest rates (+50 basis points), current lead times for supplies and equipment are acceptable to meet deadlines and maintain construction schedules, finally construction labor will be a challenge but options for supplementing local labor and trades are being developed.

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Brief Project Description (750 words):

The project is a 255-unit workforce housing project that is 1 ½ miles south of Crested Butte in Gunnison County. It will be owned and operated by the County in perpetuity through the County Housing Authority and in partnership with Servitas as the operations manager. The project will be at least 70% income restricted and the project goal is to achieve 100% workforce affordability at area median income (AMI) between 80% and 170% AMI. Gunnison County plans to issue debt to fund the project and will continue to own and operate the project in perpetuity. The County is seeking grant funding to reduce amount that must be financed to build the project, any reduction in financing will result in lower annual payments on debt and lower average rents for residents. Funding for energy efficiency and electrification will not only reduce first costs and allow the County to offer lower rents, it will also result in lower operations and utility costs which will directly benefit residents. Current projected rents are higher than targeted, additional grant funding from the PBEG grant to lower first costs to the development and lower ongoing utility costs to residents will result in lower total costs of housing for residents for the long term. Additionally, high performance electrification of the buildings will result in improved air quality for residents with no combustion fuel used on-site to heat buildings. Poor air quality in sub-standard housing is shown to increase health risks.

Many County residents that will be served by this project currently live in sub-standard, poorly maintained, and aging homes that have higher risk of negatively affecting health of residents. The current housing crisis has resulted in a vacancy rate that is virtually zero, which means landlords have little incentive to maintain or improve units because nearly any vacancy for a rental, no matter how poor the quality, will be filled. These economic conditions have persisted in Gunnison County for decades and have reached a crisis level over the past several years. The County's planned project at Whetstone is intended to add a significant number of high quality, attainable, rental units to support the local workforce and economy.

The project will consist of a mix of townhomes, walk-up flats, and apartments serving a mix of incomes and household types. The project will be 100% high efficiency electric, no natural gas will be extended into the site. Buildings will be built to meet the Department of Energy Zero Energy Ready Home standards. The site is in one of the coldest regions of Colorado making ground source heat pump systems an ideal HVAC solution as temperatures regularly reach below -20 F and snow accumulation is often deep, making the use of air source heat pumps difficult, especially on a constrained site where snow storage may conflict with the placement of outdoor mounted air source heat pumps. Thermal conductivity tests have been completed at the site to a depth of 500', conductivity is above average which means less wells will be required to be drilled, lowering costs. Plans include using desuperheaters on the heat pumps to pre-heat domestic hot water, which essentially utilizes waste heat beneficially. Each unit will have a heat pump which will be connected to a common water loop and ground loop system serving each building. Pumping systems will be redundant. This strategy will create a resilient HVAC system with no single point of failure that could threaten the building. All appliances will be

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electric including the ranges, induction ranges will be installed. The County has had recent positive experience with induction ranges in a smaller rental project. The ranges have been a success after working through some initial issues with finding appropriate cookware and educating residents.

The GSHP system will be extremely efficient with a targeted average operating COP of 4.2 which means that for every 1 watt of power purchased by the tenant they receive up to 4.2 watts of heat energy. This efficiency will benefit the residents with low utility bills while maintaining high quality HVAC outcomes. Low utility costs have a direct effect on affordability; home affordability is defined as the total cost of the home including rent or mortgage and utilities combined. Air quality will be maintained utilizing heat recovery ventilators. Buildings will utilize a mix of central ventilation and unit based balanced ventilation systems depending on the building type. All outside air will be filtered and return air will be continuously filtered with minimum MERV-8 filters which will result in very low particulate matter in the air and, with constant ventilation, low CO2 levels.

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2. Community Information

Description of Community Location:

County: Gunnison

City/Town: unincorporated Gunnison County

Community Population: 17,273

Disproportionately Impacted, Just Transition, and/or Low Income Communities

Are you self-identifying your community as a Disproportionately Impacted, Just Transition, or Low-Income (DI/JT/LI) Community?

~~Yes~~

No

If yes, do you anticipate needing assistance with project management or administration of the grant if awarded? *Note: DI / JT / LI communities qualify for free technical and administrative assistance if the grant is awarded.*

~~Yes~~

No

[UPLOAD] If you are self-identifying your community as DI/JT/LI (checked "yes") please provide the documentation requested in the Community Identification resource, in this section, to demonstrate applicability with the DI / JT / LI requirements.

Project Narrative. Please keep answers to a 500 word limit for each question.

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1. Please describe why grant funds are necessary for your community/organization/entity and if the project would be able to move forward without the grant funding.

The cost to finance Whetstone must be covered by rents, there will not be any ongoing funding or subsidy to the project. So, any grants or subsidies that lower the net cost to the County that will be financed will result in lower rents. Without PBEG grant funds the project will have to maintain more units at higher rents to raise sufficient revenue to pay the annual debt service. High rent units may be out of reach for workers who the project is intended to serve. The project proforma is not viable without additional grant funds. The current proforma anticipates $3,500,000 in additional grant funding to maintain an average rent attainable at 125% AMI. The County has an additional goal to reduce the average rent to 100% AMI, which by definition, would mean rents would match the average income of households in the area. Achieving this will require additional subsidy or grants. The County is searching for and applying for funding from all available grant and tax rebate opportunities available. In order for the project to be successful and meet the needs of community members by overburdening them with rent this funding is necessary.

2. In general, how will this project benefit your community? Please include all associated co-benefits on this project.

The economy in Gunnison County is struggling under the increasing impact of the lack of attainable housing for the workforce. Nearly every sector of the economy has reported in recent surveys that the lack of employees and housing for employees has affected their business. The housing crisis is showing up in vacant store fronts in Crested Butte and Gunnison, businesses closing during busy tourism seasons due to lack of staffing. Impacts range across industries from service to health care and everything in between. The economy is struggling despite sales tax showing continued growth; the Gunnison Valley is geographically isolated and cannot pull labor from adjacent areas so businesses are struggling to meet increased demand with a shrinking workforce. Even building more housing to house workers has been challenged by the lack of workers; a recent housing project was delayed by months because the only remaining concrete company was down to only two drivers to serve the entire County so deliveries were rationed until they could bring in more drivers. Whetstone will provide housing for 255 households and an estimated 350-450 workers to support the local economy. Housing is critical to the basic function of an economy—without adequate housing our economy cannot sustainably function or benefit those most in need. With increased housing our service industries (plumbers, electricians) can be located locally, our teachers, school bus drivers and lunch room staff can live here and support youth education. Housing is the primary critical factor in a functional economy where all residents and industries have the opportunity to thrive.

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The impact of providing housing near the major job generator of the Crested Butte area on households and individual's lives will be substantial. Parents will get up to an hour and half a day back in their day from a reduced commute that will benefit families. Currently people who live in Gunnison and work in Crested Butte and have children in school may struggle to make it to after school events or sports and may have to arrange for transportation for children because they are not available to participate in events that take place during working hours when they are working 30-45 minutes away. Living near their jobs will allow families to enroll children in schools in the communities where they live and work, benefiting families. Additionally, when people have more free time in their days because their commute is reduced, they often participate more in the community whether it be through volunteer activities, civic engagement, or recreational pursuits. The project is designed in such a way that it will be affordable for residents and also be a place that can be proud to live and feel connected to their neighbors and greater community. We know that community connection and feelings of neighborliness improve mental health outcomes for individuals.

3. Are you working to achieve any sustainability goals or to implement strategies from other community plans (such as a comprehensive plan, etc)?

The development of housing near jobs will reduce vehicle miles traveled, greenhouse gas emissions and overall climate impacts. The Gunnison Board of County Commissioners has included goals in their strategic plan to "reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels..." This goal and project aligns with State goals to reduce emissions, improve energy efficiency, improve highway safety, and create more affordable housing. To ensure the project achieved the greatest impact to lowering vehicle emissions the County is also planning on improving the Brush Creek/ Hwy. 135 intersection to inlcude a pedestrian underpass to connect Whetstone to existing bus stops along the highway and a multi-modal trail to Town. These features are intended to make alternative modes of transportation convenient and efficient. There is an existing bus service that features free connections between Gunnison and Crested Butte with a stop directly adjacent to the Whetstone site.

Required Uploads

- DI/JT/LI documentation, if applicable.

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3. Building Information

[UPLOAD] Please fill out the spreadsheet titled "Building Information Spreadsheet" with the following information for the proposed project:

- Property Street Address
- Utility companies serving the building for natural gas and electricity.
- Description of the current facility:
    - Uses / Occupancy Type
    - Age of Building
    - Building square footage
    - Fuel Types Used
    - HVAC System - Space Heating
    - HVAC System - Domestic Water Heating
    - Other Applicable Gas-Fueled Appliance(s)
    - Note any retrofits or equipment upgrades within the last 10 years, if known or applicable.
- Description of the all electric systems that will be installed with the grant funding.
    - Note if electric service upgrades will be needed for the building to complete the project.
        - Electric panel upgrade.
        - Electric utility service upgrade.

[UPLOAD] Provide 12 Months of Energy Bills. Provide bills from Gas, Propane, Electricity, or other energy source providers. This can be in spreadsheet form or you may submit PDFs of the energy bills. Ensure all uploaded documents are clearly titled.

[UPLOAD] Natural Gas and Electric Rates: Gas and electric rate documentation (if not included in the 12 months of Energy Bills submitted).

[UPLOAD] All-Electric Systems Information: Please fill out the tab in the "Building Information Spreadsheet" titled "All-Electric Systems Information Spreadsheet" to provide information on the all-electric systems you are installing for the project.

Required Uploads

- Building Information Spreadsheet.
- 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
- Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.
- All-Electric Systems Information Spreadsheet.

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4. Project Details

Electrification Project Scope

[UPLOAD] Provide all energy audits of ASHRAE Level II or equivalent or analysis completed for the project that evaluated the electrification of fossil gas equipment and/or any electric-service and electric-panel upgrades.

We have only considered electric HVAC at this site and will not extend gas service lines to the site so this analysis was not required.

[UPLOAD] Submit documentation that justifies the selected size and type of equipment or installation with the quote. This may include but is not limited to an energy audit, a report from an energy analyst, or a set of Manual J calculations.

Provide a description in narrative form of the full project scope including which electrification measures will be implemented and electric service upgrades needed if applicable. (750 word limit)

The mechanical systems for the residential units will be provided with (1) ground source heat pump, up-flow, closet recessed, with back up electric heat. The basis of design ground source heat pump will be ClimateMaster TZ series with the optional desuperheater included. Each heat pump unit will be located within a dedicated enclosure or closet and provided with an access panel or stamped return grille to allow for servicing. The heat pump will be controlled by a standalone thermostat with heat/cool/auto programs/fan speed control (Lo/Med/High) and Wi-Fi capabilities.

Nominal GSHP Tonnage by unit type:
1BR 600 2 Ton
2BR 900 3 Ton
3BR 1,200 4 Ton
Townhomes/Triplex 1,500 (2) 3 Ton

For mechanical ventilation of the residential units, fresh air shall be ducted to each apartment via ERV serving each unit individually. The ERV is to be located above a closet with an access panel. (2) 6” round ducts will be routed to an exhaust and intake termination point located a minimum of 10’-0” apart at the building exterior.

Energy standards: this will be an all-electric project that is solar-ready with Energy Star appliances, 10% pre-wired for electric car charging, and certified under the current version of the Department of Energy’s ZERH Zero Energy Ready Homes program, Version 1 Revision 9. As

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part of the all-electric design, heat pumps will be used for space heating and cooling, as well as for domestic hot water heating. These heat pumps are currently intended to be connected to a ground-source loop in order to maintain efficiency when outdoor temperatures fall below a certain point and air-source heat pumps become less effective.

Domestic hot water is currently planned to be provided with electric resistance water heaters. Heat-pump water heaters were considered but were eliminated because of lack of space to locate the equipment where cold air from the condenser would not cause comfort problems. Please note that desuperheaters were evaluated for this project, where desuperheaters capture heat for domestic hot water directly from the geothermal heat pump. But since this project is in a heating-dominant mode, the additional cost and complexity of plumbing for extra pre-heat water tanks favored a simpler and easier-to-maintain option. The desuperheater approach is more practical in a cooling-dominant mode. Other items of note include compliance with 2021 IECC envelope requirements, and for fresh air energy recovery ventilators (ERV's) are proposed.

Additional Energy Work within Project Scope

For each facility in the proposed project, please describe if the project will be paired with renewable energy, energy storage, and/or other energy efficiency improvements. If so, please

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describe those improvements here and attach any relevant documentation. (500 word limit, and/or **UPLOAD)**

The County will build to Electric Ready code standards and intends to install solar on all buildings in the development under a separate finance mechanism after the project has stabilized the lease-up process and has achieved full operating occupancy. The County will need to negotiate with the local electric utility to negotiate term for solar arrays over the current 25kW maximum allowed per meter for several of the buildings on-site that will require larger arrays to meet our renewable energy goals for the site.

Energy Performance Contracting

Are you planning on pairing grant funding with EPC financing?

~~Yes~~

No

Implementation Project Team

Who will be involved in the implementation project? List any contractors, facilities managers, building owners, etc. along with relevant certifications and/or licenses (if applicable).

[UPLOAD] You may either fill out the table below or upload a document with your project team's information.

Project Team Member	Role	Company/ Organization	Certification/ Licenses (if applicable)	
John Cattles	Owner representative	Gunnison County		
Mechanical contractor not yet selected				

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Micheal Passas	Mechanical/ Electrical/ Plumbing engineering	MDP Engineering Group		
Michael Herris	Energy Modeling HERS rater	Group 14 Engineering		

Commissioning Plan

Project commissioning is not required but highly encouraged. If you are pursuing commissioning, please provide the following detail.

Name of Certified Commissioning Agent: Not available at this time

Timeline for Commissioning: At startup

Systems being Commissioned: All

[UPLOAD] Commissioning Plan.

Additional Relevant Information

Note: Projects that do not provide information in this section will not be penalized.

1. Is there any additional information that will assist the Evaluation Committee in understanding the proposed project and need? (500 word limit)

The Whetstone Community Housing development is a project that is set to meet a number of community and State goals:

- Creation of affordable, workforce housing
- Sustainable design
- All electric, Zero Energy Home Ready, compliance with 2021 IECC
- Multimodal connectivity to community and services through multimodal trails and free bus service
- Reduction in vehicle miles traveled and greenhouse gas emissions through use of ground source heat pumps, all electric service, location of housing close to jobs, multimodal connectivity, and free bus service.

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- Improved highway safety through the development of a roundabout and underpass at the entrance to the development.
- Public-private partnerships that demonstrate that these projects are possible, feasible, and sustainable
- If the County can successfully drive down overall project costs we will be able to create a perpetual and sustainable revenue source that can support this affordable housing development and other future affordable housing developments.

This project is an exemplary demonstration of the goals that the County and State are trying to achieve!

2. **[UPLOAD]** Please attach any additional documents that would support your application (i.e., design documents, energy analysis, letters of recommendation, letters of support, etc.) and include a brief description of the documents attached. (500 word limit)

Required Uploads

- Energy Audit or Analysis (ASHRAE Level II or equivalent).
- Size and Type of Electric Systems Justification Report.
- Commissioning Plan, if applicable.
- Project team documentation, if not filling out the provided table.
- Any additional documents that support your application.

5. Project Budget

Project Budget

[UPLOAD] Complete the "Project Budget" Spreadsheet and upload it.

DI / LI / JT Communities
DI / LI / JT Applicants may have up to 40 hours of administrative time covered under the Implementation Grant. Please provide details on the administrative cost and the number of hours needed. Note, there cannot be double counting between

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administrative time covered with grant funding and any in-kind support that contributes to the community match.

[UPLOAD] Please attach a quote(s) and all specification sheets for the proposed high-efficiency electric equipment and/or any electric service and electric-panel upgrades necessary for project execution. You must include at least two (2) quotes per service or equipment type, as applicable, and must indicate which vendor was selected to perform the work.

[UPLOAD] Confirmation a project team member has signed up or completed the Electrification Training for the match contribution.

Required Uploads

- Project Budget Form.
- Project Quotes/Estimates.
- Equipment Specification Sheets.
- Confirmation of Electrification Training.

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6. Required Uploads for Supporting Documentation

Supporting Uploads and Documentation

Please ensure all the following documents have been attached to your application:

Section 2: DI/JT/LI documentation, if applicable.
Section 3: Building Information Spreadsheet.
Section 3: 12 months of Energy Bills (electric, natural gas, propane, stationary diesel, etc).
Section 3: Gas and Electric Rate Documentation if not included in the 12 months of Energy Bills submitted.
Section 3: All-Electric Systems Information Spreadsheet.
Section 4: Energy Audit or Analysis (ASHRAE Level II or equivalent)
Section 4: Size and Type Justification Analysis if information is not included in the energy audit.
Section 4: Commissioning Plan, if applicable.
Section 4: Any additional documents that support your application.
Section 4: Project team documentation, if not filling out the provided table.
Section 5: Project Budget Form.
Section 5: Project Quotes/Estimates.
Section 5: Equipment Specification Sheets.
Section 5: Confirmation of Electrification Training.

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7. Reporting Plan and Final Documentation - Implementation

Reporting Plan

Briefly describe the plan for grant reporting, including roles, responsibilities, and methods. If you are self-identifying your community as a DI/JT/LI community and plan to use grant funding to cover administrative costs, be sure to include the estimated administrative costs associated with grant reporting in the project budget. (500 word limit)

The County uses a distinct group of general ledger accounts to segregate both revenues and expenditures to each grant received. The County is able to provide reports on expenditures supported by invoices as needed and required. Progress reports from the Contractor and Architect can be provided at intervals as required by CEO. Final commissioning reports will be provided as needed. Finally, we are intending to maintain energy use data and can share ongoing performance and cost metrics if requested.

Upon completion of the project, the following documentation will be required:

1. Final budget sheet including all project expenses and matched income.
2. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the PBEG equipment and installation, the number and type of units purchased, and the coefficient of performance or efficiency rating for all units purchased.
3. Date(s) of installation, installation completion, and when the units were operational.
4. If available, energy use data/energy bills for each building for the months following the installation of the high-efficiency electric equipment.

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To submit documentation, follow submission instructions on the Colorado Energy Office's PBEG Grant Program webpage.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #5; 2021CMIP026; Health and Hum

Action Requested: Board of County Commissioners' Signature

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

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

Summary:

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/12/2024

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

Comments:
Legally sufficient. SO 12/17/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/17/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/21/2024

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

Agenda Date: 1/7/2025

Revised April 2015

STATE OF COLORADO CONTRACT MODIFICATION
CONTRACT AMENDMENT #5

State Agency
Department of Health Care Policy and Financing
Contractor
Gunnison County
Original Contract Number
2021CMIP026
Amendment Contract Number
2021CMIP026A5

Contract Performance Beginning Date
July 1, 2020
Current Contract Expiration Date
June 30, 2025
Current Contract Maximum Amount
Initial Term

State Fiscal Year 2021	$18,509.67
Extension Terms	
State Fiscal Year 2022	$18,509.67
State Fiscal Year 2023	$24,420.22
State Fiscal Year 2024	$21,459.75
State Fiscal Year 2025	$20,156.40
Total for all State Fiscal Years	**$103,055.71**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Gunnison County

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date:_____

Date:_____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

Amendment Effective Date:_____

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

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.

A. Amendment Term

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

4. PURPOSE

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility, and cooperation with other Medical Assistance-related entities. This Amendment includes modifications to existing Performance Incentives.

5. MODIFICATIONS

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

A. Exhibit A-2, Statement of Work is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work which follows.

B. Exhibit B-2, Rates is hereby deleted in its entirety and replaced with Exhibit B-3, Rates which follows.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to

the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT A-3, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant - An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.

1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.

1.1.3. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as one (1) Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. Child Health Plan Plus (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.

1.1.6. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.7. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.8. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.

1.1.9. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.

1.1.10. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.11. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.12. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.13. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.14 County Incentives Program Guide - This guide provides an overview of the County Incentive Program, including how to operate effectively, tools for improvement, and using performance data to meet targets and enhance business processes.

1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.

1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.18. Exception – is a contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.19. Exemption – is a contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.20. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (https://hcpf.colorado.gov/memo-series).

1.1.21. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.

1.1.22. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.23. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.24. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.25. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.

1.1.26. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.27. MCC – Health First Colorado Member Contact Center

1.1.28. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.29. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and the county's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.30. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.31. Performance Coaching Workbook - a tool provided by HCPF to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.32. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.33. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.34. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.35.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.35.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.36. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.37. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.38. Status Report - a communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.39. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and the county's actual performance.

1.1.40. Target - a specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.41. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.42. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) Calendar Days.

1.1.43. Timely Renewal - A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you'll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.

1.1.44. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.45. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you'll get 30 Calendar Days from the packet received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

1.1.46. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's county, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. Contractor shall utilize policy, operational and informational guidance provided in this Exhibit, the County Incentives Program Guide and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.

3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five (5) Business Days commencing the day following the issuance date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five Business Days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

4. **PERFORMANCE INCENTIVES STANDARD PROGRAM**

4.1. Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section.

4.2.1.1 which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. The accuracy performance incentive payment will be 75% for the Incorrect Eligibility Determination Measure that is met and 25% for Errors That Do Not Impact Eligibility that is met. The accuracy performance incentive payment shall be allocated as follows: 75% of the total incentive shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. Accuracy Performance Incentive Payment will be 40% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1 Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes. only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties.

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

4.2.1.4.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. Contractor must respond to documentation requests and error findings within ten (10) Business Days of the request to ensure EQA case reviews are completed timely.

4.2.1.4.1.3. Contractor must respond to the Department's EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) Business Days.

4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.4.1.5 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The twelve (12) consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.

4.2.1.5.2. The Department shall use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the fiscal year to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

4.2.1.6. Review Sample Size Exemptions

4.2.1.6.1. If Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.6.2. Definition of Review Sample Size

4.2.1.6.3. Contractor with twenty (20) or fewer quality assurance case reviews in the twelve (12) consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.

4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:

4.2.1.6.5.1. Tier 1 target percentage (%): Contractor with twenty (20) or more quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.5.2. Tier 2 target percentage (%): Contractor with fewer than twenty (20) quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit B-1 for the Review Sample Size Exemption Process.

4.2.1.6.6.2. Definition of Similar Error(s)

4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.6.4. If Contractor meets only one target with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.6.5. Contractor that does not meet both targets with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.

4.2.1.6.6.6. Notification of Review Sample Size Exemption

4.2.1.6.6.7. If Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.

4.2.1.6.6.10. Contractor shall submit any additional documentation requested for the exemption process to the County Relations web form (https://hcpfdev.secure.force.com/HCPFCountyRelations) within ten (10) Business Days from the day of notification (Ticket Type = County Incentives) or the County Relations email address.

4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. The Accuracy Performance Incentive Payment shall be allocated as follows: 75% of the total Performance

Incentive Payment shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. TARGETS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2

4.3. Performance Compliance Performance Incentive Standard

4.3.1. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 1 when Contractor meets at least three (3) out of four (4) following Targets:

4.3.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1 Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets four (4) out of the six (6) of the following Targets:

4.3.1.1.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.1.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.1.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.1.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1.5 Renewal Timeliness, NON-LTSS

4.3.1.1.1.6 Pending Exceeding Processing Guidelines (EPG), Renewals NON-LTSS

4.3.1.1.1.1. To earn the full Performance Incentive Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 24-25. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau .

4.3.2.2. If HCPF determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.3.2.2.1. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP), the County Incentives Program Guide or HCPF Memo Series guidance. Contractor shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1. Timeliness of Determinations

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations. Application Timeliness of Determinations 90 Calendar Days, shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled on the 3rd of each month and after the end of the first and second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Calendar Days

4.3.4.2.1. Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the first and second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places. The MAP Applications Dashboard data will be pulled on the 3rd of each month.

4.3.4.2.2.1 Timeliness of Renewals

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Renewals Non-LTSS as Timely Renewals as defined in section 1.1.39.

4.3.4.1.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the Second Reporting Period and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals

4.3.4.3.1 Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the second Reporting Period. Contractor must be at or below the targets specified below:

4.3.4.3.2. Contractor Targets Pending EPG Table

County Size	**App EPG 45 Target**
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.4.3.2 The Department shall conduct performance monitoring of Renewal Long-Term Services and Supports (LTSS) Exceeding Processing Guidelines (EPG) and LTSS Renewal Timeliness on an ongoing basis, as a part of regular operations. If the Department identifies any performance compliance issues or concerns, the Department may utilize the existing MAP Dashboard performance management process. This may include issuing a Management Decision Letter as outlined in Operational Memo 21-078 - HCPF OM 21-078.

4.3.4.3.3. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45 and EPG 90 for the First Reporting Period. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS for the Second Reporting Period.

4.3.4.3.3.2. The Department will round the Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS averages to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If Contractor processes a total of one hundred (100) or fewer 45 Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If Contractor processes a total of ten (10) or fewer 90 Days Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 Days Determinations percentage target so long as they had four (4) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, EPG Renewal Non-LTSS measures, and EPG Renewal LTSS.

4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations and Renewal targets as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. TARGET: three (3) out of the following four (4) targets are met for reporting period 1.

4.3.7.1. ≥ 95.00% timeliness average over the first Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.7.2. ≥ 95.00% timeliness average over the first Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.7.3. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.4. Applications 45 Days

County Size	**App EPG 45 Target**
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.7.5. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.6. Applications 90 days

County Size	**App EPG 90 Target**
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.8. TARGET: four (4) out of the following six (6) targets are met in the second reporting period:

4.3.8.1. ≥ 95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.8.2. ≥ 95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.8.3. ≥ 95.00% timeliness average over the second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.8.4. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.8.6. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.8.8. ≤ Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.7.2 To earn the full Performance Compliance Performance Incentive Payment, Contractor must meet the targets outlined in both First Status Report and Second Status Report for FY 24-25. Each status report achieved will contribute 50% toward the total earnings. If only one status report is met, partial earnings

will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful and culturally appropriate customer service to Medical Assistance applicants and members.

4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from the Tier 2 to Tier 1 are allowable.

4.3.9. Customer Service Tier 1

4.3.9.1. If Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify Contractor as Tier 1 to determine what Contractor’s required targets and deliverables are.

4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If Contractor is classified as Tier 1, Contractor is understood to have an active call center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2025 data is due by July 3, 2025.

4.3.9.1.1.6. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2025.

4.3.9.1.1.8. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of Fiscal Year 2024-25. This joint determination will take place during the first technical assistance meeting, scheduled for August 2024, as mandated for that fiscal year. The ASA performance targets shall be calculated as an average over either the six-month period from January 2025 to June 2025 or the 12 month period from July 2024 to June 2025. The finalized targets will be communicated through the HCPF Memo Series.

4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2025.

4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.

4.3.9.1.1.11. Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform.

4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if Contractor's data indicates additional support is necessary to meet the ASA targets.

4.3.9.1.1.13. Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.

4.3.10. Customer Service Tier 2

4.3.10.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department shall determine what Contractor's required metrics, targets and deliverables are.

4.3.10.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a call center (defined as at least one or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.

4.3.10.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY2022-23 and submit a report in FY 24-25 Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan.

4.3.10.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in FY 2022-23 or FY 2023-24, Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2024-25 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.

4.3.10.3.1.2. The Customer Service Survey shall be managed by the Colorado Department of Health Care Policy and Financing (HCPF). Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by HCPF to all members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.

4.3.10.3.1.3. Contractor's baseline for member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of member satisfaction based on the established baseline.

4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.

4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:

4.3.10.3.1.6. Who is responsible for Contractor's Outreach Plan.

4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey.

4.3.10.3.1.8. How Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey.

4.3.10.3.1.9. How Contractor tracks and monitors its participation rate based on Department-provided data.

4.3.10.3.1.10. No template is provided to Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on Contractor's letterhead.

4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.3.11.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if Contractor was classified by the Department as Customer Service Tier 1.

4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.

4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.3.12. PERFORMANCE TARGETS:
4.3.12.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall be at or below for the each Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed the following maximums:

4.3.12.1.1. For the First Reporting Period from July 2024 to December 2024, no ASA target shall exceed 30 minutes

4.3.12.1.2. For the Second Reporting Period from January 2025 to June 2025, no ASA target shall exceed 25 minutes

4.3.12.1.3. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.3.12.2 Contractor is required to complete all necessary participation in technical assistance sessions with the Member Contact Center (MCC) as scheduled. Contractor must submit call center reporting data in accordance with the specifications outlined in sections 4.3.9.1.1.4 and 4.3.9.1.1.5 of this agreement. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.12.3. Tier 2: Contractor shall submit a report detailing the implementation of each customer service plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by each county to address member calls. This data will Include but is not limited to:

4.3.12.3.1. Current phone system (name/company: Cisco, 360 Connect, Vonage etc.)
4.3.12.3.2. Is your county task based or caseload based? Or a mixture of both? Is the caseload shared or individualized?
4.3.12.3.3. At your site which staff are responsible to answer inbound calls from members (Ex: staff at the front desk answer incoming calls or an eligibility technician is tasked with answering the phones, and this task is rotated amongst eligibility technicians daily)?

4.3.12.3.4. Expectations around returning phone calls (Calls are sent to eligibility, calls are returned by dedicated call takers, expected timeline of response, etc.):

4.3.12.3.5. Method for ensuring expectations are met (inbound/outbound calls are tracked and how they are tracked, or calls are monitored by leadership for internal escalations and such and are tracked by leadership)

4.3.12.4. Expectations for completing this report will be provided in the HCPF Memo Series.

4.3.12.4.1. Contractor is expected to achieve one of the following targets over the fiscal year:

4.3.12.4.2. An increase of 3% in customer service survey response rates, averaged over the fiscal year, compared to the baseline survey conducted in May 2023.

4.3.12.4.3. A baseline score of at least 3 out of 5 (three out of five) stars on customer service surveys over the fiscal year.

4.3.12.5 If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2023-234, Contractor is required to submit such a plan in Fiscal Year 2024-25 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

5. SEMI-ANNUAL REPORTING

5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2024-25 will be provided in HCPF Memo Series.

6. EXEMPTIONS

6.1. Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which Contractor had direct knowledge or control over, including Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.

6.3. Process for Unusual Circumstances Exemption Requests

6.3.1. The process for Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email HCPF_CountyRelations@state.co.us

6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.

6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.

6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.

6.4.2.2. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.

6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Performance Incentive Standards.

6.4.5. Non-Allowable Exemption Reasons

6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:

6.4.5.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

6.4.5.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standards eligible for exemption requests.

6.4.5.1.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series and the County Incentives Program Guide, that resulted

in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

6.4.5.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

6.4.5.1.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

6.4.5.1.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.

6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.

6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.

6.5.1.1. Customer Service Performance Incentive Standard

6.5.1.2. Accuracy Performance Incentive Standard

6.5.1.3. Performance Compliance Incentive Standard

7. NOTIFICATIONS

7.1. After each Reporting Period, Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.

7.1.1. Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will be scored individually and the Final Status Report will outline final payment estimated earnings based on meeting the targets for each reporting period.

7.2. After the conclusion of the fiscal year, the Department will provide Contractor a Final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by Contractor.

7.2.1. The Final Status Report cannot be disputed; if Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the Final Status Report will be sent to the county human/social services director and will act as the official notification of Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or final Status Reports.

7.5. The Final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

8.1.1. In the event Contractor disagrees with the findings of the official notification as found in section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.1.1. The Final Status Report cannot be disputed per section 7.2.1.

8.1.1.1.1. Contractor shall have a period of five (5) Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

8.1.1.1.1.1. If Contractor fails to dispute the Reporting Period Status Report within five (5) Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status

Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.2. Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.2.1. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.

8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by- case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Non-Allowable Disputes

8.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standard.

8.3.1.3. Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the Memo Series and County Incentives Program Guide, that resulted in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay Contractor, after the end of the state fiscal year (SFY) in which the work was performed, Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay Contractor an Accuracy Performance Incentive Payment, if applicable, after the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section 4.2.1.1, which includes Target for Inaccurate Eligibility Determination Rate and Target for Errors That Do Not Impact Eligibility. If Contractor only meets one target, the Accuracy Performance Incentive Payment will be either 75% or 25% of the total amount for this Performance Incentive Standard as defined in section 4.2.1.

9.1.1.1.2. The Department shall pay Contractor a Performance Compliance Performance Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard during the first and second Reporting Period as defined in section 4.3.1.3.

9.1.1.1.3. The Department shall pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period ifContractor meets the requirements for that Performance Incentive Standard defined in section 4.3.12.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the Performance Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

9.1.2.1.1. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety (90) Calendar Days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4. Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

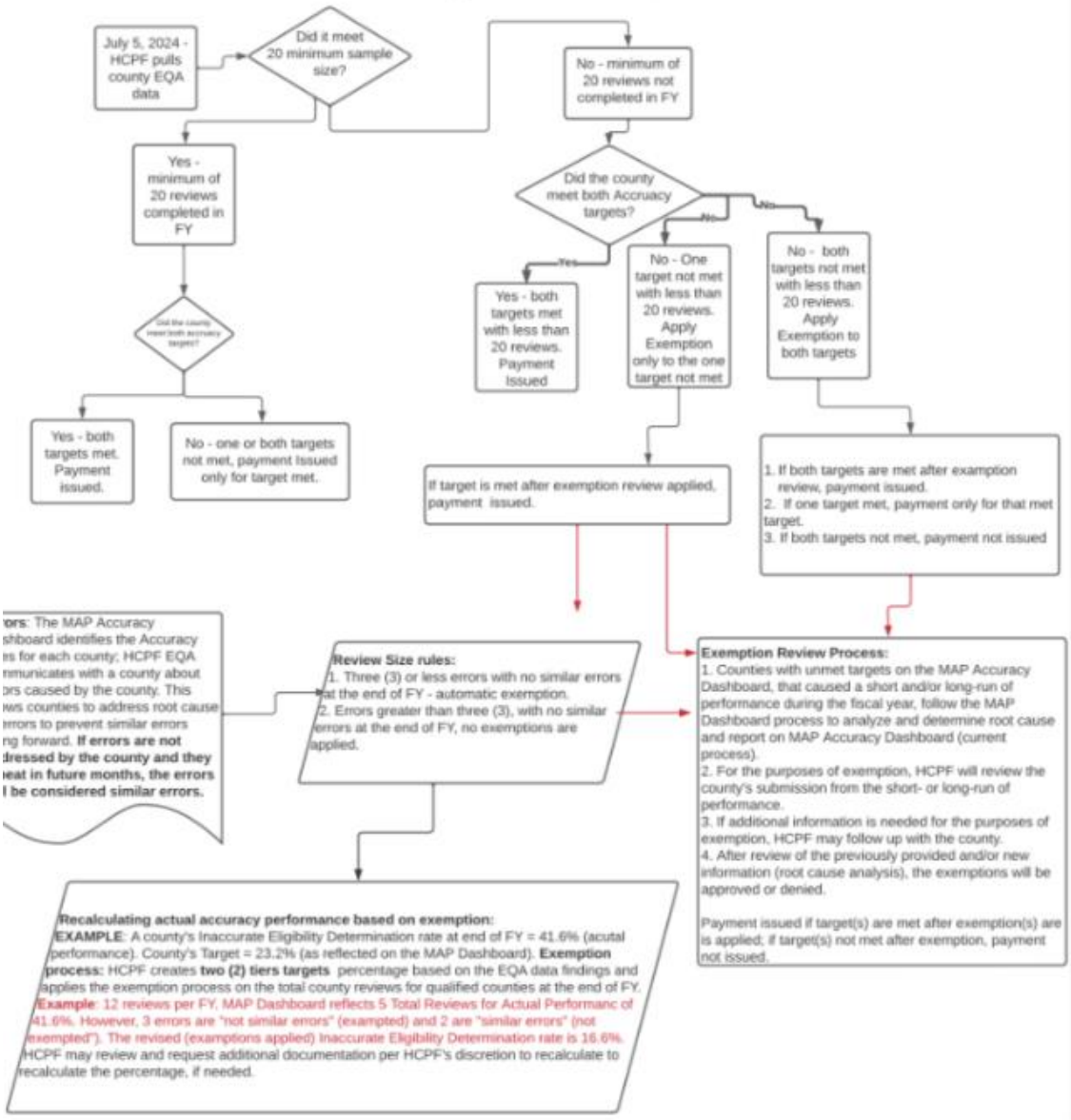
9.2.5. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractors discretion.

EXHIBIT B-3, RATES

1. SFY 2024-2025 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Accuracy Performance Incentive Payment	40%
Performance Compliance Performance Incentive Payment	30%
Customer Service Incentive Payment	30%

Exhibit D-1: Review Sample Size Exemption Process Flow



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STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency The Colorado Department of Health Care Policy and Financing	**Contract Number** 2021CMIP026
Contractor Gunnison County	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020
Contract Maximum Amount Initial Term State Fiscal Year 2021 $18,509.67	**Initial Contract Expiration Date** June 30, 2021
	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq.

Contract Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates
3. Exhibit C – Small, Medium and Large County List
4. Exhibit D – Sample Option Letter

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

1. Colorado Special Provisions in §0 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A, Statement of Work.
4. Exhibit D, Sample Option Letter.

Principal Representatives

For the State:
Joshua Montoya
Department of Healthcare Policy and Financing
Policy, Communications & Administration Office
1570 Grant Street
Denver, CO 80203
Joshua.montoya@state.co.us

For Contractor:
Joni Reynolds
Gunnison County
225 North Pine Street
Gunnison, CO
81230
jreynolds@gunnisoncounty.org

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR Gunnison County DocuSigned by: Joni Reynolds 16E71D46CCE9492... By: **Joni Reynolds** 7/10/2020 Date:	**STATE OF COLORADO** Jared S. Polis, Governor Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by: 0B6A84797EA8493... By: Kim Bimestefer, Executive Director 7/10/2020 Date:
2nd State or Contractor Signature if Needed By: Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Greg Tanner
BBE0F4C030DC45C...
By:
Health Care Policy and Financing
7/10/2020
Effective Date:

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an

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"Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

E. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

F. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if

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this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

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

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

G. "**End of Term Extension**" means the time period defined in **§2.D**.

H. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

I. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

J. "**Extension Term**" means the time period defined in §**2.C**.

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

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changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

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

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

N. "**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.

O. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

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

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

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

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

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

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

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

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

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

B. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. 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). 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

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unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

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

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written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

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D. 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.

E. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

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Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

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

d. $50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

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

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

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

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

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

b. $1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

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

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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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:

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a. 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.

b. Intellectual Property

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

B. Contractor's Remedies

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

13. NOTICES AND REPRESENTATIVES

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

14. 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

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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.

15. 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

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

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in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

18. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634

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Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

i. The Contractor will not 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, in performance of Work under this Contract.

ii. At all times during the performance of this Contract, 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.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and

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minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

C. Debarment and Suspension

i. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

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E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A..

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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.**

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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. **COMPLIANCE WITH LAW.**

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

E. **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.

F. **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.

G. **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.

H. **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.

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EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.32.

1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.33.

1.1.4. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.

1.1.8. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

1.1.9. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

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1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.20. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.25. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.25.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.25.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.26. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.27. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

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1.1.28. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.30. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

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3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Eligibility Performance Incentive Standard

4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.2.1.1. Timeliness of Determinations and Redeterminations

4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

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	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.

4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.

4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged

4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination

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is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

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4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.

4.2.1.4.1.2. Timely Disenrollments

4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.

4.2.1.4.1.3. Determining Compliance for Timely Disenrollments

4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.

4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.

4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.

4.2.2. Small County and Sample Size Exceptions

4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.

4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.

4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.

4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.

4.2.3. Exemptions for Unusual Circumstances

4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

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4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.

4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.3. Exceptional Eligibility Performance Incentive Standard

4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.4. Training and Quality Performance Incentive Standard

4.4.1. The Contractor may earn the Training and Quality Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of Contractor CBMS users with the security profile to update and authorize Medical Assistance cases complete the required number of training hours as described in section 4.4 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins during the fiscal year. The Contractor's staff that are subject to the Training requirement is described in section 4.4.1.1.

4.4.1.1. Number of Training Hours and Staff Subject to Training Hours Requirement

4.4.1.1.1. The Contractor's CBMS users shall be responsible for six (6) hours of training in the contractual period if the Contractor's staff has the security profile to update and authorize Medical Assistance cases as described in section 4.4.1.2.

4.4.1.1.2. Contractor CBMS users outside of each county's human/social services agency that are granted security profiles to update and authorize Medical Assistance cases are also subject to the six (6) hours of training requirements, including related requirements mentioned in section 4.4.

4.4.1.1.3. Contractor CBMS users with security profile to update and authorize Medical Assistance cases are only responsible to complete the approved six (6) hours of trainings provided by the Department and SDC for the Contractor of their primary employment. If the Contractor's staff is secondarily employed by another county,

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then that staff shall not be responsible to complete the training requirement for the secondary employment.

4.4.1.2. Approved and Allowable Trainings

4.4.1.2.1. The six (6) hours of training shall be completed from the following Approved Training List:

4.4.1.2.1.1. Building and/or Expanding Foundations for MAGI, Non-MAGI and Long Term Care

4.4.1.2.1.2. CBMS Medical Assistance-specific Build Trainings (every other month)

4.4.1.2.1.3. SDC-released Medical Assistance trainings (months alternating CBMS Build Trainings)

4.4.1.2.1.4. Other trainings identified by the Department and SDC, which will be listed on the SDC's website

4.4.1.2.1.5. Contractor-developed trainings that follow the requirements in section 4.4.1.2.5

4.4.1.2.2. Trainings from the Approved Training List shall only be trained by SDC trainers or an SDC-certified county trainer using SDC-approved materials.

4.4.1.2.3. External trainings that are not delivered by SDC-certified trainers shall not be eligible for the Approved Training List and will not count towards the Training and Quality Performance Incentive Standard.

4.4.1.2.4. Contractors are not allowed to modify, update, or add language to the existing SDC-approved materials trained by an SDC-certified county trainer without prior approval from the Department and SDC, following the established training modification guidelines outlined within the SDC's Certified Trainer policies and materials (i.e. Red, Yellow, Green Light).

4.4.1.2.5. Contractor-developed trainings are eligible to count towards the total number of training hours if the Contractor-developed training is approved by the SDC prior the training being offered and the training is delivered by an SDC-certified trainer. Contractor-developed trainings must be approved by the SDC prior to offering the training to staff to ensure the training meets the standards outlined in section 4.4.

4.4.1.2.6. Contractor-developed eligible trainings' content must be specific to the improvement of Medical Assistance programs' initiatives including, but not limited to: program accuracy, timeliness, knowledge, skills and ability.

4.4.1.3. Training Completion Timeframes and Previously Completed Trainings

4.4.1.3.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.3.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year and as long as the course is still on the Approved Training List for the current fiscal year.

4.4.1.3.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.4.2.

4.4.1.4. Quarterly Quality Check Ins

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4.4.1.4.1. To address ongoing quality issues with Medicaid eligibility determinations and redeterminations, the Contractor shall attend one hundred percent (100%) of scheduled meetings between Department and Contractor quality assurance, policy and processing staff. These scheduled meetings will occur once every calendar quarter for the fiscal year.

4.4.1.4.2. The Contractor shall identify the appropriate staff to participate in the Quarterly Quality Check Ins and will provide contact information to the Department for those identified staff no later than July 15, 2020.

4.4.1.4.3. The Quarterly Quality Check Ins shall include a standardized agenda which includes the following:

4.4.1.4.3.1. Overall state audit data review, such as data provided by the Office of State Auditor (OSA), Office of Inspector General (OIG), Medicaid Eligibility Quality Control (MEQC) or Payment Error Rate Measurement (PERM), internal reviewers or other auditors

4.4.1.4.3.2. Review of county-specific quality data, if available

4.4.1.4.3.3. Review of performance data, metrics and dashboards, if available

4.4.1.4.3.4. Review of Help Desk tickets submitted to identify training and/or process issues, if available

4.4.1.4.3.5. Review of policy clarification requested from the Medicaid Eligibility Inbox, if available

4.4.1.4.3.6. Discussion and review of the Contractor's Quality Assurance (QA) program, if one exists. If not, the Department may provide recommendations to implement an adequate QA program and processes

4.4.1.4.3.7. Feedback Session that is open and encourages the Contractor to provide feedback on challenges and ongoing issues while providing solution-focused contributions to the Department

4.4.1.4.4. The Quarterly Quality Check Ins will be documented through a shared document between the Contractor and the Department. This document will also track attendance and action items to complete to ensure compliance with the Quarterly Quality Check In requirements.

4.4.1.5. Determining Compliance with the Training and Quality Performance Incentive Standard

4.4.1.5.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training and Quality Performance Incentive Standard.

4.4.1.5.1.1. After a Contractor-developed training has been approved by the SDC, the Contractor will follow the instructions from the SDC on how to appropriately add the approved course to the LMS and ensure the training hours count towards the Training and Quality Performance Incentive Standard.

4.4.1.5.2. Trainings and courses re-taken shall be added into the LMS by selecting the "Request" feature (in lieu of "Launch") when registering for those courses. The record of completion reflecting the current date/time of the re-taken training or course will be reflected in the LMS.

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4.4.1.5.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via the process described in section 4.4.1.4.2.

4.4.1.5.3. To determine compliance with the required number of training hours, the Department will pull data from CBMS on users with security profiles listed in section 4.4.1.1. A cross-comparison with the security profiles data pull from CBMS and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training and Quality Performance Incentive Standard.

4.4.1.5.4. To determine compliance with the required Quarterly Quality Check Ins, the Department will compile data on each Contractor's attendance. Failure to attend any one or more of the Quarterly Quality Check Ins will result in the Contractor being ineligible for a Training and Quality Performance Incentive Payment.

4.4.1.5.5. To be eligible for a Training and Quality Performance Incentive Payment, the Contractor must meet requirements in both sections 4.4.1.5.3 and 4.4.1.5.4.

4.4.2. BENCHMARKS: 75% of county CBMS users with security profiles listed in section 4.4.1. and 4.4.1.1 complete six (6) hours of training from the Approved Training List within the contract period as described in section 4.4.1.2 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins within the fiscal year as described in section 4.4.1.4.

4.5. Cybersecurity Performance Incentive Standard

4.5.1. The Contractor may earn one Cybersecurity Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to cybersecurity standards and Remediation Plans for the Colorado Information Security Policies (CISP) as described in section 4.5. The Department will provide additional guidance through the HCPF Memo Series, which can be found on the County Administration website.

4.5.2. Fiscal Year Deliverable

4.5.2.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs identified by the Department as a priority. If the Contractor is not in compliance with those CISPs, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

4.5.2.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.

4.5.2.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.

4.5.2.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.

4.5.3. DELIVERABLE: Completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

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4.6. Continuous Eligibility Performance Incentive Standard

4.6.1. The Contractor may earn a Continuous Eligibility Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency as described in section 4.6.

4.6.1.1. Notification of end of continuous eligibility and COVID-19 public health emergency

4.6.1.1.1. Upon notification from the federal government that the continuous eligibility requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the ninety (90) calendar day period to redetermine eligibility for those members impacted by the continuous eligibility requirement.

4.6.1.2. Percentages of Medical Assistance members with a required redetermination of eligibility

4.6.1.2.1. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.2.2. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.3. Members who require a redetermination of eligibility

4.6.1.3.1. The Department will work with the CBMS contractor to redetermine eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to redetermine eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility redetermination within ninety (90) calendar days of the end of COVID-19 public health emergency.

4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks

4.6.1.4.1. The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.2. The Department will total the number of LTSS members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.3. To earn a Continuous Eligibility Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.6.1.2.

4.6.1.4.4. The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Eligibility Performance Incentive Standard.

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4.6.2. BENCHMARKS: Redetermination benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a redetermination of eligibility due to the end of the COVID-19 public health emergency as described in section 4.6.

5. SEMI-ANNUAL REPORTING

5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis. The Contractor must submit documentation to HCPFCountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:

5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.

5.1.1.1.2. DUE DATE: January 5, 2021

5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:

5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.

5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.1.2.3. DUE DATE: July 5, 2021

6. EXEMPTIONS

6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard

6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.

6.1.1.1. The Department will not include any Untimely Determinations and Untimely Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination and Untimely Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.

6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.

6.1.1.2.1. The Contractor cannot request exemptions for unusual circumstances based on staff vacancies and trainings, personnel or other related issues.

6.1.2. The Department may approve or reject any request for Untimely Determination and Untimely Redetermination exemptions and may limit the total number of exempted Untimely Determinations and Untimely Redeterminations for the Eligibility Performance Incentive Standard.

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6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1 and 1.1.

6.1.2.1.2. Failure of the Contractor to act on member verification that was submitted timely which was requested for a Determination or Redetermination.

6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.

6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.

6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A, Statement of Work.

6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard

6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1. Training Performance Incentive Standard

6.2.1.2. Cybersecurity Performance Incentive Standard

6.2.1.3. Continuous Eligibility Performance Incentive Standard

6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

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7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.

8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

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8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Incentive Payment and an Exceptional Eligibility Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

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9.1.1.1.2. The Department shall pay the Contractor a Training and Quality Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Continuous Eligibility Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training and Quality Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Continuous Eligibility Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. The Contractor’s payment of funds from the Remaining Funds Incentive Pool shall never exceed the county’s share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

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9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.4. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

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EXHIBIT B, RATES

SFY 2020-21 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Performance Incentive Payment	15%	$2,776.45
Exceptional Eligibility Performance Incentive Payment	5%	$925.48
Continuous Eligibility Performance Incentive Payment	20%	$3,701.93
Training and Quality Performance Incentive Payment	30%	$5,552.90
Cybersecurity Performance Incentive Payment	30%	$5,552.90
Total Maximum Available for all Performance Incentive Payments		$18,509.67

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EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta
Baca
Bent
Cheyenne
Clear Creek
Costilla
Crowley
Custer
Dolores
Elbert
Gilpin
Grand
Gunnison
Hinsdale
Jackson
Kiowa
Kit Carson
Lake
Lincoln
Mineral
Ouray
Park
Phillips
Pitkin
Rio Blanco
Routt
San Juan
San Miguel
Sedgwick
Summit
Washington
Yuma

Medium

Alamosa
Broomfield
Chaffee
Conejos
Delta
Douglas
Eagle
Fremont
Garfield
Huerfano
La Plata
Las Animas
Logan
Moffat
Montezuma
Montrose
Morgan
Otero
Prowers
Rio Grande
Saguache
Teller

Large

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

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Exhibit D, Sample Option Letter

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

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Contract Number	
P&C Specialist	

Executive Director Contract Summary

Program Contact	Joshua Montoya	**Phone Ext**	303-866-2403
ELT Member	Rachel Reiter	**Type of Procurement**	Contract

Contractor Name	County departments of human/social services
Summary of Services Provided	Through this Contract, county departments of human/social services are held accountable through performance-based benchmarks and deliverable: • Eligibility Performance: timeliness of determinations and redeterminations, timeliness of LTSS determinations and redeterminations, backlogged determinations and redeterminations, timeliness of case maintenance and disenrollment; • Training and Quality: minimum amount of training hours, including audit trainings, and quality data review meetings; • Cybersecurity: Remediation Plans for the Colorado Information Security Policies; • Continuous Eligibility: ensuring 90% of cases requiring redetermination or documentation completed within 90 calendar days of end of COVID public health emergency
Total Contract Amount (Include all SFYs)	$5,744,717.00 (split across all 64 counties)
For Amendments and Option Letters Only	
Modification Amount (the amount being added to the Contract in this modification)	
Key Modifications (What is changing in this modification)	

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eClearanceDocuments (https://cohcpf.sharepoint.com/eClearance/eClearanceDocume Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

Document Set Properties

Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or nc
3. Save

Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

ClearanceType	Contracts (Program Approvals After P&C R (https://cohcpf.sharepoint.com/eClearance PageType=4&ListId={58d5a54a-ff6d-4998 5cf991a436ec}&ID=15&RootFolder=*)
Originating Division	Policy Communications and Administratior
Primary Contact	Mulatu, Rahem (/eClearance/_layouts/15/u
eClearance Status	Complete

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Workflow History

Title	Activity	Con
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70296)	Sent to Approver 1: Montoya, Joshua	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70372)	Approved	Few edit Gre
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70373)	Sent to Approver 2: Geduldig, Sarah	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70402)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70403)	Sent to Approver 3: Reiter, Rachel	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70797)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70798)	Sent to Approver 4: Massey, Tom	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70972)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=70973)	Sent to Approver 5: Severn, Nichola...	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71026)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71027)	All approvals complete	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71131)	Sent to Approver 6: Bimestefer, Kim	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71284)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=71285)	All approvals complete	



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HCPF 20-21 Contract Checklist (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/HCPF 20-21 Contract Checklist (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
County Incentives Intergovernmental Agreement - Final (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/County Incentives Intergovernmental Agreement - Final (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
Executive Director Contract Summary (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/Executive Director Contract Summary.docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	

DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fourth Amendment and Restated Intergovernmental Ag

Action Requested:

Parties to the Agreement:

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

Summary:

IGA Amendment 4; Gunnison Valley Regional Housing Authority

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\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

~~THIRD~~ FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

THIS ~~THIRD~~ FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 ("Gunnison County"); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 ("Gunnison"); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 ("Mt. Crested Butte"); (collectively, the "Parties").

RECITALS

A. Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012 the Parties entered into an Intergovernmental Agreement (the "Agreement") establishing the Gunnison Valley Regional Housing Authority (the "Authority").

B. On August 22, 2017, the Parties entered into the First Amendment to the Agreement (the "First Amendment").

C. On November 10, 2022, the Parties entered into the Second Amendment to the Agreement ("Second Amendment").

D. On December 19, 2023, the Parties entered into the Third Amendment to the Agreement ("Third~~Second~~ Amendment").

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E~~D~~. The parties now wish to further amend and restate the Agreement in the form of this Third Amended and Restated Intergovernmental Agreement which shall remain in full force and effect for a period of three (3) years from the Effective Date, unless sooner amended by the parties hereto.

F~~B~~. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

G~~C~~. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling

accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

HD. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

ARTICLE I
ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the "Gunnison Valley Regional Housing Authority" (the "Authority").

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities: (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions.

A. *Minimum Functions*: the following functions shall be performed by the Authority, funded by the Parties, as described in Section 4.5:

   a. Executive Director: leading the day-to-day operations of the Authority, collaborating with the Board of Directors (Board) for strategic planning, supervising staff, Board and public relations, fundraising, budgeting, and financial management. Generally, the Executive Director leads the following minimum functions:

1. Homebuyer education & eligibility underwriting;

2. Engaging and educating with local and elected officials;
3. Coordinating and collaborating with other communities, state and federal agencies;

4. Grant seeking, fundraising, liaising with funding agencies; and

5. Working with the Parties to coordinate housing opportunities in each jurisdiction.

b. General personnel and operational requirements required to function as an Authority, in accordance with the terms of this Agreement;

c. Administration and monitoring of deed restricted properties within the boundaries the Authority; and,

d. Administration and implementation of the Gunnison Valley Home Energy Advancement Team (GV-HEAT) program.

B. *Property Management Services*: property management services may be performed by the Authority, as facilitated and defined by separate agreements and funding sources, for public and private developments targeting low to moderate income and workforce housing populations.

C. Additional Functions: as a matter of policy, the Authority maintains documented strategic planning goals ("GVRHA Strategic Plan") consistent with the Powers of the Authority, as provided by Section 2.1 of this Agreement, which are updated from time to time by the Board of Directors of the Authority and based upon available funding resources.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its monies in the manner provided in this Agreement and in

the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or any similar relationship between the parties except as expressly provided by law or by the express terms of this Agreement.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II
POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;

i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;

j. To incur debts, liabilities, or obligations;

k. To sue and be sued in its own name;

l. To have and use a corporate seal;

m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

o. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

q. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time;

r. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution;

s. To advise local governments of the practical applications of local housing policy and infrastructure needs; facilitate partnerships to create housing; facilitate the establishment of a housing land trust; identify financing opportunities; and administer housing voucher programs.

ARTICLE III
ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors*. Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office*. Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies*. Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time and without cause. Furthermore, unless excused by the Board, if a director fails to attend three (3) regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board with approval of 75% of its full board of directors, and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors*. Directors shall receive no compensation for their services, but shall be entitled to the necessary and reasonable expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board*. Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or

any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq*.

g. *Duties of Board*. The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

a. *Election and Term of Office.* The officers of the Authority shall be appointed annually by the Board by a vote of the majority of its members. Each officer shall hold office until his/her successor shall have been duly appointed and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board by a majority vote of its members whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) President: The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) Treasurer. The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositaries as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All checks written from an Authority bank account over $10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or of the Executive Director when specifically authorized to do so by the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing

to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV
SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following, and as may be further defined by separate agreements approved by the Board:

a. federal, state, local and private grants or donations;
b. property management fees;
c. rents or other lease income;
d. interest on interest-bearing accounts;
e. proprietary revenue of the parties in accordance with this Agreement;
f. sales or use taxes levied in accordance with this Agreement and other applicable law;
g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited

thereby and will not impose an undue burden on any particular group of persons or businesses; and

b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority, beginning on January, 2025~~4~~, in the total aggregate amount of ~~Four~~ Seven Hundred and ~~Nine~~ Seventy Two Thousand ~~Seven Hundred~~Six Hundred and ~~Fifty~~ Twenty Five ($772,625~~409,750~~) The parties acknowledge that such funding may not be adequate to completely fund the Authority. Funding from each party shall be subject to annual availability and appropriation by the governing body of each party to this Agreement. If a party fails or refuses to make such an appropriation, such party reserves the right to terminate this Agreement pursuant Section 6.2 of this Agreement.

a. *Proportional Shares of Funding*. For the year 2025~~4~~ the Parties agree that the responsibility for funding the functions set forth in section 1.3.A in the following amounts:

Gunnison County	$~~128,500~~245,500
City of Gunnison	$~~93,750~~224,400*
Town of Crested Butte	$~~93,750~~122,000

Town of Mt. Crested Butte $~~93,750~~181,125
*$84,000 of City of Gunnison's funding restricted to GV-HEAT Administrative Costs

For the year ~~s 2025 and~~ 2026, the total funding for the Authority shall be agreed upon annually by the Parties by mutual agreement. In advance of annual funding commitments the Authority shall provide the parties with a written annual performance report by September 1 of each year. The written annual performance report shall include description and metrics of GVRHA performance against the schedule and workplan of the latest applicable GVRHA Strategic Plan adopted by the Board.

b. *Payment Dates*. The parties shall pay their respective sums due to the Authority no later than ~~January~~ January 30th of each year, or the parties may elect to pay on a quarterly basis of each year in which the first quarterly payment shall be made no later than January 30th, the second quarterly payment shall be made no later than April 30th, the third quarterly payment shall be made no later than July 31st, and the fourth quarterly payment shall be made no later October 31st. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

Commented [ML1]: This was updated to reflect the Mt. CB Annual Payment

Commented [ML2]: This was changed to reflect the Mt. CB Annual Payment due date

ARTICLE V
AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI
TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties

are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that, unless such withdrawing party fails or refuses to make an appropriation as set forth in Section 4.5 of this Agreement, such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII
GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

7.9 No Waiver of Governmental Immunity. The parties understand and agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by any party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

_____
Deputy Clerk to the Board

_____
_____, Chairperson
Date: _____

Approved as to form:

_____
County Attorney

CITY OF GUNNISON, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

City Attorney

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

TOWN OF MT. CRESTED BUTTE, COLORADO

(SEAL)

_____ _____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

THIS THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 ("Gunnison County"); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 ("Gunnison"); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 ("Mt. Crested Butte"); (collectively, the "Parties").

RECITALS

A. Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012 the Parties entered into an Intergovernmental Agreement (the "Agreement") establishing the Gunnison Valley Regional Housing Authority (the "Authority").

B. On August 22, 2017, the Parties entered into the First Amendment to the Agreement (the "First Amendment").

C. On November 10, 2022, the Parties entered into the Second Amendment to the Agreement ("Second Amendment").

D. The parties now wish to further amend and restate the Agreement in the form of this Third Amended and Restated Intergovernmental Agreement which shall remain in full force and effect for a period of three (3) years from the Effective Date, unless sooner amended by the parties hereto.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

ARTICLE I
ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the "Gunnison Valley Regional Housing Authority" (the "Authority").

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities: (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions.

A. *Minimum Functions*: the following functions shall be performed by the Authority, funded by the Parties, as described in Section 4.5:

   a. Executive Director: leading the day-to-day operations of the Authority, collaborating with the Board of Directors (Board) for strategic planning, supervising staff, Board and public relations, fundraising, budgeting, and financial management. Generally, the Executive Director leads the following minimum functions:

      1. Homebuyer education & eligibility underwriting;

      2. Engaging and educating with local and elected officials;

3. Coordinating and collaborating with other communities, state and federal agencies;

4. Grant seeking, fundraising, liaising with funding agencies; and

5. Working with the Parties to coordinate housing opportunities in each jurisdiction.

b. General personnel and operational requirements required to function as an Authority, in accordance with the terms of this Agreement;

c. Administration and monitoring of deed restricted properties within the boundaries the Authority; and,

d. Administration and implementation of the Gunnison Valley Home Energy Advancement Team (GV-HEAT) program.

B. *Property Management Services*: property management services may be performed by the Authority, as facilitated and defined by separate agreements and funding sources, for public and private developments targeting low to moderate income and workforce housing populations.

C. *Additional Functions:* as a matter of policy, the Authority maintains documented strategic planning goals ("GVRHA Strategic Plan") consistent with the Powers of the Authority, as provided by Section 2.1 of this Agreement, which are updated from time to time by the Board of Directors of the Authority and based upon available funding resources.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its monies in the manner provided in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects

separate and apart from the Authority. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or any similar relationship between the parties except as expressly provided by law or by the express terms of this Agreement.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II
POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;

i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;

j. To incur debts, liabilities, or obligations;

k. To sue and be sued in its own name;

l. To have and use a corporate seal;

m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

o. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

q. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time;

r. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution;

s. To advise local governments of the practical applications of local housing policy and infrastructure needs; facilitate partnerships to create housing; facilitate the establishment of a housing land trust; identify financing opportunities; and administer housing voucher programs.

ARTICLE III
ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors.* Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office.* Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies.* Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time and without cause. Furthermore, unless excused by the Board, if a director fails to attend three (3) regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board with approval of 75% of its full board of directors, and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to the necessary and reasonable expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of

seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq*.

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

a. *Election and Term of Office.* The officers of the Authority shall be appointed annually by the Board by a vote of the majority of its members. Each officer shall hold office until his/her successor shall have been duly appointed and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board by a majority vote of its members whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) President: The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) Treasurer. The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositaries as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All checks written from an Authority bank account over $10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or of the Executive Director when specifically authorized to do so by the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing

to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV
SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following, and as may be further defined by separate agreements approved by the Board:

a. federal, state, local and private grants or donations;
b. property management fees;
c. rents or other lease income;
d. interest on interest-bearing accounts;
e. proprietary revenue of the parties in accordance with this Agreement;
f. sales or use taxes levied in accordance with this Agreement and other applicable law;
g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited

thereby and will not impose an undue burden on any particular group of persons or businesses; and

b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority, beginning on January, 2024, in the total aggregate amount of Four Hundred and Nine Thousand Seven Hundred and Fifty ($409,750) The parties acknowledge that such funding may not be adequate to completely fund the Authority. Funding from each party shall be subject to annual availability and appropriation by the governing body of each party to this Agreement. If a party fails or refuses to make such an appropriation, such party reserves the right to terminate this Agreement pursuant Section 6.2 of this Agreement.

a. *Proportional Shares of Funding.* For the year 2024 the Parties agree that the responsibility for funding the functions set forth in section 1.3.A in the following amounts:

Gunnison County	$128,500
City of Gunnison	$93,750
Town of Crested Butte	$93,750
Town of Mt. Crested Butte	$93,750

For the years 2025 and 2026, the total funding for the Authority shall be agreed upon annually by the Parties by mutual agreement. In advance of annual funding commitments the Authority shall provide the parties with a written annual performance report by September 1 of each year. The written annual performance report shall include description and metrics of GVRHA performance against the schedule and workplan of the latest applicable GVRHA Strategic Plan adopted by the Board.

b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year, or the parties may elect to pay on a quarterly basis of each year in which the first quarterly payment shall be made no later than January 30th, the second quarterly payment shall be made no later than April 30th, the third quarterly payment shall be made no later than July 31st, and the fourth quarterly payment shall be made no later October 31st. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V
AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI
TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority

has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that, unless such withdrawing party fails or refuses to make an appropriation as set forth in Section 4.5 of this Agreement, such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII
GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

7.9 No Waiver of Governmental Immunity. The parties understand and agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by any party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

(SEAL) GUNNISON COUNTY SEAL COLORADO

Deputy Clerk to the Board

AGREED:

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Chairperson
Date: 12/19/2023

Approved as to form:

County Attorney

CITY OF GUNNISON, COLORADO

(SEAL)

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

7.9 No Waiver of Governmental Immunity. The parties understand and agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by any party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

_____
Deputy Clerk to the Board

_____
_____, Chairperson
Date: _____

Approved as to form:

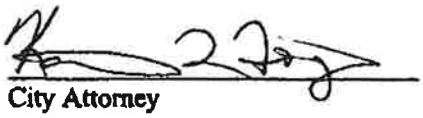
_____
County Attorney

(SEAL)

CITY OF GUNNISON, COLORADO

_____
_____, Mayor
Date: 12/13/2024

Approved as to form:



City Attorney

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

_____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

TOWN OF MT. CRESTED BUTTE, COLORADO

(SEAL)

_____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

_____ _____, Mayor

Date: _____

Approved as to form:

_____

City Attorney

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

_____ _____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

TOWN OF MT. CRESTED BUTTE, COLORADO

(SEAL)

Nicholas Kempin, Mayor

Date: 12/19/23

Approved as to form:

Town Attorney

_____

_____

_____, Mayor

Date: _____

Approved as to form:

_____

City Attorney

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

_____

Town Clerk

_____

Ian Billick, Mayor

Date: 12-18-2023

Approved as to form:

_____

TOWN OF MT. CRESTED BUTTE, COLORADO

(SEAL)

_____

_____

_____, Mayor

Date: _____

Approved as to form:

_____

Town Attorney

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 ("Gunnison County"); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 ("Gunnison"); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 ("Mt. Crested Butte"); (collectively, the "Parties").

RECITALS

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

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

ARTICLE I
ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the "Gunnison Valley Regional Housing Authority" (the "Authority").

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities: (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions or Services. The functions and services of the Authority include but are not necessarily limited to the following:

a. Advise local governments of the practical applications of local housing policy and infrastructure needs;

b. Review development proposals and participate as appropriate;

c. Facilitate partnerships to create housing;

d. Allocate funds for eligible housing projects;

e. Facilitate the establishment of a housing land trust;

f. Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;

g. Identify financing opportunities;

h. Propose ballot initiatives;

i. Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;

j. Acquire land and obtain development approvals. Issue requests for proposals for private sectors and non-profit entities to build;

k. Develop new for-sale or rental affordable housing;

l. Rehabilitate existing housing;

m. Manage affordable housing properties;

n. Administer housing voucher program;

o. Construct Infrastructure to serve affordable housing.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II
POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement.

i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement.

j. To incur debts, liabilities, or obligations;

k. To sue and be sued in its own name;

l. To have and use a corporate seal;

m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

o. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation; and

q. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

r. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

ARTICLE III
ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors.* Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office.* Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies.* Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is

resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq.*

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary..

a. *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) President: The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) Treasurer. The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositaries as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All checks written from an Authority bank account over $10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV
SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

a. federal, state, local and private grants or donations;
b. property management fees;
c. rents or other lease income;
d. interest on interest-bearing accounts;
e. proprietary revenue of the parties in accordance with this Agreement;

f. sales and/or use taxes levied in accordance with this Agreement and other applicable law;

g. ad valorem taxes levied in accordance with this Agreement and other applicable law;

h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and

b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority for the first three (3) full calendar years, beginning on January, 2013, in the total aggregate amount of One Hundred Eighty Thousand 00/100 Dollars ($180,000) for

each year. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

a. *Proportional Shares of Funding.* The Parties agree that the responsibility for funding the obligations set forth in section 4.5 herein should be shared by the Parties in the following amounts:

Gunnison County	Ninety Thousand 00/100 Dollars ($90,000)
City of Gunnison	Thirty Thousand 00/100 Dollars ($30,000)
Town of Crested Butte	Thirty Thousand 00/100 Dollars ($30,000)
Town of Mt. Crested Butte	Thirty Thousand 00/100 Dollars ($30,000)

b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V
AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI
TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII
GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

(SEAL) GUNNISON COUNTY SEAL COLORADO

Deputy ~~Clerk to the Board~~ County Clerk

AGREED:

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Hap Channell, Chairperson
Date: 6/19/2012

Approved as to form:

David Baumgarten
County Attorney

(SEAL) GUNNISON, COLORADO CITY ... FEBRUARY 28, 1880

Gail A. Davidson
City Clerk

CITY OF GUNNISON, COLORADO

Jonathan D. Houck, Mayor
Date: 07/10/12

Approved as to form:

City Attorney

(SEAL)

TOWN OF CRESTED BUTTE, COLORADO

Karen J. Hackstaff, Mayor
Date: 6/18/12

Approved as to form:

Town Attorney

TOWN OF MT. CRESTED BUTTE, COLORADO

William Buck, Mayor
Date: 7/3/12

Approved as to form:

Town Attorney

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Business Associate Agreement with Pharmacy Service

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2025 **Term Ends:** **Grant Contract #:**

Summary:

This is contracts 2 and 3 of 3, TrueRX, BAA, in conjunction with EPLS, pharmacy services agreement, will replace the former employee pharmacy provider, ProAct.

Fiscal Impact:

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/16/2024

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

Comments:
Legally sufficient. SO 12/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/21/2024

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

Agenda Date: 1/7/2025

Revised April 2015

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TRUE RX

Business Associate Agreement

Gunnison County, Colorado

This Business Associate Agreement (**"Agreement"**) is made and entered this 22nd day of October, 2024, hereinafter referred to as the **"Effective Date"**, by and between **True Rx Management Services, Inc., d/b/a True Rx Health Strategists**, with primary offices located at PO Box 431, 2495 E. National Hwy., Washington, Indiana 47501 (**"Business Associate"**) and **Gunnison County, Colorado** with primary offices located at 200 East Virginia Avenue, Gunnison, CO 81230 (**"Covered Entity"**) (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Business Associate will provide certain management and administrative services to Covered Entity that may require the disclosure of certain protected health information ("PHI"), which must be maintained confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; and

WHEREAS, pursuant to the HIPAA Regulations and the HITECH Act, Covered Entity and Business Associate must agree in writing to comply with certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to comply with the HIPAA Regulations and the HITECH Act, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Definitions**. The terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in the HIPAA Regulations and the HITECH Act, as amended.

2. **Services Agreements**.

2.1. Existing Services Agreements. Covered Entity and Business Associate are parties to the following Services Agreements executed prior to the Effective Date and currently in effect (if any):

Agreement:	Services:	Date of Agreement:
Pharmacy Services Agreement	Prescription Benefit Management	January 1, 2025

All existing Services Agreements between the Parties are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

2.2 **Use and Disclosure of PHI to Provide Services**. Business Associate will not use or further disclose PHI other than: (i) as permitted or required by the terms of the Services Agreement or this Agreement; (ii) as required by law; or (iii) as expressly permitted by HIPAA or the HITECH Act. Except as otherwise provided herein, Business Associate may make any and all uses or disclosures of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses or disclosures not authorized by this Agreement are prohibited.

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3. **Additional Business Associate Activities**. Except as otherwise provided in this Agreement, Business Associate may also:

3.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

3.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate. Business Associate represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws; and (ii) Business Associate will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement.

3.3 Aggregate Covered Entity's PHI in Business Associate's possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the Privacy Rule. Business Associate will not disclose the PHI obtained from Covered Entity to another covered entity absent written authorization from Covered Entity.

3.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

4. **Business Associate Covenants**.

4.1 **Appropriate Safeguards**. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI or access to ePHI, other than as provided for by this Agreement. For ePHI, appropriate safeguards means all the safeguards of the Security Rule and shall include the technologies and methodologies prescribed by the Secretary of HHS in 74 Fed Reg. 42740 (August 24, 2009), as amended from time to time.

4.2 **Full Compliance with Security Rule**. Business Associate shall comply with all standards and implementation specifications set out in 45 C.F.R. §§ 164.309, 164.310, 164.312, and 164.316, to ensure protection of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity.

4.3 **Minimum Necessary**. Business Associate may only use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement; and may not use or further disclose PHI except as permitted under this Agreement, the Privacy Rule, and applicable state law, each as amended from time to time.

4.4 **Reporting of Unauthorized Uses or Disclosures of PHI**.

4.4.1 Upon discovering a Breach of Unsecured PHI, Business Associate agrees to notify Covered Entity immediately, but in no event later than twenty (20) days from the date the Breach of Unsecured PHI is discovered by Business Associate in order that Covered Entity may comply with the notice and other requirements under the HIPAA Regulations and the HITECH Act. In accordance with 45 C.F.R. § 164.410, a Breach of Unsecured PHI shall be treated as discovered as of the first day on which such breach is known to Business Associate, or an employee, officer or other agent of Business Associate, or should reasonably have been known to such Business Associate. Notice regarding Breaches of Unsecured PHI must contain: (i) the subject of the PHI (i.e., patient name or identifier); (ii) a description of what happened; (iii) the date of the Breach and date of Discovery; (iv) a description of the types of unsecured PHI involved in the Breach; (v) the steps the individuals should take to protect themselves from potential harm resulting from the Breach; (vi) a brief description of what Business Associate is doing or will do to investigate and mitigate loss as a result of the Breach and to protect against any further Breaches; and (vii) the contact information and procedures for individuals to obtain additional information.

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4.4.2 Business Associate will monitor for attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in Business Associate's information system ("Security Incident"). Business Associate will report any successful Security Incident rising to the level of a Breach to Covered Entity in accordance with Section 4.4.1. Business Associate will log all attempted but unsuccessful Security Incidents and report to the Covered Entity upon request, but at least annually, in accordance with 45 C.F.R. § 164.314.

4.5 **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI.

4.6 **Subcontractors and Agents**. Business Associate agrees to require that any subcontractors or agents to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information under this Agreement, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by Business Associate or such third party in connection with this Agreement.

4.7 **Policies and Procedures**. Business Associate will comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.

4.8 **Patient Privacy Rights**. Business Associate will provide the rights of access, amendment, and accounting as set forth in Sections 6, 7, and 8.

4.9 **Marketing, Fundraising and Sale of PHI**. Business Associate shall not: (i) use or disclose PHI for fundraising or marketing purposes unless expressly permitted by Covered Entity, and in accordance with § 13406(a) of the HITECH Act; or (ii) disclose PHI to a health plan for payment or health care operations purposes if the individual has requested a restriction on uses and disclosures of PHI for marketing and/or fundraising activities and paid out of pocket in full for the health care item or services to which the PHI solely relates; or (iii) directly or indirectly receive remuneration in exchange for PHI, including sale of Electronic Health Records ("EHR"), except with the prior written consent of Covered Entity and as permitted by the HIPAA Regulations or the HITECH Act.

5. **Covered Entity Covenants**. Covered Entity covenants to notify Business Associate within five (5) business days of receipt of any material limitations to the consents or authorizations obtained by Covered Entity from individuals, or any other restrictions on the use or disclosure of PHI as agreed to by Covered Entity.

6. **Access to PHI**. Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the Privacy Rule, Business Associate shall make available to Covered Entity, or the individual to whom such PHI relates, or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524 and §13405(e) of the HITECH Act, and any regulations promulgated thereunder. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

7. **Amendment of PHI**. Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended.
The obligation in this Section 7 shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set.

8. **Accounting for Disclosures of PHI**. Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. It shall be

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Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate also agrees to comply with the requirements for disclosure of PHI from an EHR, as set out in §13405(c) of the HITECH Act and any regulations promulgated thereunder, as when applicable.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. The information also shall include any additional information required under §13405(c) of the HITECH Act and any regulations.

9. **Access to Books and Records Regarding PHI**. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and the HITECH Act.

10. **Disposition of PHI Upon Termination**. Business Associate will, at termination or expiration of the Services Agreement or this Agreement, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity which Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. Business Associate shall destroy all PHI and ePHI in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, Business Associate will notify Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

11. **Representations and Warranties of the Parties**. Each Party represents and warrants to the other Party:

(i) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws;

(ii) that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder;

(iii) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement; and

(iv) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

12. **Term**. Unless otherwise terminated as provided in Section 13, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

13. **Termination**.

13.1 **Generally**. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such termination or expiration in accordance with Section 14.

13.2 **Termination by Parties**. Either Party may immediately terminate this Agreement, the Services Agreement and any related agreements if that Party ("Non-Breaching Party") makes the determination that the other Party

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("Breaching Party") has breached a material term of this Agreement, or is engaging in a pattern of activity or practice that violates this Agreement. Alternatively, Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of the existence of the breach and provide Breaching Party with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Breaching Party shall cure said breach to the satisfaction of Non-Breaching Party within an additional fifteen (15) days. Failure by Breaching Party to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of this Agreement and the Services Agreement by Non-Breaching Party. If termination is not feasible, Non-Breaching Party has the right to report the problem to the Secretary of HHS.

14. **Effect of Termination**. Upon termination pursuant to Section 13, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy all PHI, Business Associate will notify Covered Entity in writing. Such notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

15. **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI in Business Associates possession or control. Business Associate will cooperate with Covered Party, at Covered Party's sole expense, in mitigating, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI in Client's possession or control.

16. **Change of Law**. The parties acknowledge that the HIPAA Regulations and the HITECH Act may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. Upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 16.

17. **Regulatory References**. A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect, or as amended, and for which compliance is required.

18. **Amendments; Waiver**. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

19. **No-Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

20. **Notices**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, or by electronic mail (email) to the email address shown below with confirmation of delivery acknowledgement engaged to the following:

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Business Associate:	True Rx Management Services d/b/a True Rx Health Strategists PO Box 431, 2495 E. National Hwy. Washington, IN 47501 ATTN: Legal Department Email: legal@truerx.com
Covered Entity:	Gunnison County, Colorado 200 East Virginia Avenue Gunnison, CO 81230 ATTN: Lauren Trautz Email: ltrautz@gunnisoncounty.org

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

21. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

22. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. In the event that, the Parties are unable to resolve such matters the Parties agree that any necessary litigation shall be commenced with the District Court for Gunnison County, Colorado and any non-federal law issues shall be litigated in a court of competent jurisdiction sitting in Gunnison County, Colorado..

23. **Corporate/Entity Authority**. The undersigned Person or Persons executing this Agreement on behalf of the corporate parties or other legal entities to this Agreement, represent and certify that they are duly elected or appointed Officers, Representatives, or Agents of said corporation or entities, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken.

24. **Survivability**. In the event that any particular provision of this Agreement is found to be invalid or unenforceable, said finding does not invalidate or affect all other provisions of this Agreement.

25. **LIMITATION OF LIABILITY. EXCEPT FOR FRAUD AND INTENTIONAL MISREPRESENTATIONS, NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES, COSTS, EXPENSES, CHARGES OR CLAIMS.**

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

– Gunnison County, Colorado

By:_____

Name: Lauren Trautz

Title: Human Resources Director

– True Rx Management Services, Inc., d/b/a True Rx Health Strategists

Signed by: Michael D. Chestnut 76D8BD50E0E3418...

By:_____

Name: Michael D. Chestnut, Esq.

Title: General Counsel

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TRUE RX

Pharmacy Services Agreement

Gunnison County, Colorado

THIS PHARMACY SERVICES AGREEMENT ("**Agreement**") is made and entered into this 1st day of January, 2025 (hereinafter referred to as the "**Effective Date**"), by and between **True Rx Management Services, Inc.**, **d/b/a True Rx Health Strategists,** with primary offices located at PO Box 431, 2495 E. National Hwy, Washington, Indiana 47501 (hereinafter referred to as **"True Rx"**), and **Gunnison County, Colorado** with primary offices located at 200 East Virginia Avenue, Gunnison, CO 81230 (hereinafter referred to as **"Client"**) (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS: True Rx is a corporation duly formed in Indiana, in good standing, engaged in the business of administering prescription drug plans, adjudicating and processing prescription medication plans and all things necessary and flowing therefrom.

WHEREAS: Client provides a group health plan on behalf of its employees, hereinafter "Covered Persons". The health benefits being offered by Client to its Covered Persons include a prescription drug plan.

WHEREAS: Client wishes to contract with and utilize the services of True Rx for the establishment and processing of its prescription drug plan, and True Rx wishes to contract with and provide those services to Client, the Parties enter into this Agreements to set forth their respective duties, responsibilities and expectations.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Client and True Rx agree as follows:

1. DEFINITIONS.

The following are defined terms used in this Agreement:

"Administration Fee" means the fee paid by Client to True Rx for its general True Rx Services. This fee is billed on a per paid claim basis as shown in Section 1 of the True Rx Services Schedule 1. The per claim fee shall exclude rejections, reversals, and the matching original claim of the same day reversal.

"Affordable Care Act" or "ACA" means the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 and the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 and all other related laws, rules and requirements.

"Average Wholesale Price" or "AWP" means the benchmark price established by Medi-span (or such other nationally recognized reporting source as determined by True Rx), based on the 11 digit National Drug Code (NDC) of the prescription medication and the package size from which it was dispensed, as reported on the date of fill by the dispensing Pharmacy.

"Biosimilars" means a biological product that is highly similar to and has no clinically meaningful differences from an existing FDA-approved reference product.

"Brand Drug" means a covered drug with a proprietary name or trademark. True Rx shall consider drugs with a Medi-Span multisource code of "M" (co-branded product), "O" (originator brand), or an "N" (single source brand) as a Brand Drug. The Parties agree that when a drug is identified as a brand, it shall be considered a brand drug for all purposes under this Agreement.

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"Claim" means a claim for benefits under Client's Group Health Plan that involves a claim for coverage of a Prescription Drug Program.

"Confidential Information" means any and all oral or written, graphic, electronic, or electromagnetic information relating to Client's or True Rx's products or services, including techniques, relationships, business methods, policies, procedures, programs, data, strategies and plans, financial information and any intellectual or proprietary processes, whether or not marked by a party as "confidential." Confidential Information shall not include information which: (i) was already known by True Rx or Client on a non-confidential basis or is otherwise in the public domain; (ii) becomes public knowledge through a source other than Client or True Rx through no fault of Client or True Rx; or(iii) becomes lawfully available to Client or True Rx through a source other than Client or True Rx.

"Contracted Rate" means the specific reimbursement rate that a pharmacy or pharmacy chain has contractually agreed to accept for processing prescription drug Claims on behalf of True Rx.

"Co-payment" means the amount a Covered Person is required to pay for a Prescription in accordance with the Prescription Drug Program, which may be a percentage of the Prescription price, a fixed amount, or other charge, with the balance (if any) paid by the Prescription Drug Program.

"Covered Drug(s)" means pharmaceutical drugs and/or products that are covered under the terms of the Client's Pharmacy Benefit Plan as communicated to True Rx by Client.

"Covered Person" means an individual who is participating in or is eligible to access benefits under the Prescription Drug Program and/or under Client's Group Health Plan, as determined by Client.

"Dispense Fees" mean the portion of the reimbursement to the dispensing Pharmacy added to the Ingredient Cost and associated with the dispensing of Covered Drugs.

"Effective Rate" means the calculated blended discount rate off of AWP, accounting for differences in reimbursement rates between individual pharmacies or pharmacy chains.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Exclusive Distribution Drug" or "EDD" means drugs that are available from only 1 source (generally specialty drugs, and the pricing is similar to LDD drugs.

"Exclusive Formulary" means a formulary that is focused on cost containment for the Client and Covered Person. This approach will include maximizing rebates provided by manufacturers and reducing overall cost by excluding some drugs from the formulary. However, excluded drugs may be covered for some individuals based upon medical necessity and failure of a preferred drug(s).

"Formulary" means a list of medicines and their price tier classification for Covered Persons under the Group Health Plan.

"Generic Drug" means any drug classified as a generic product available from multiple sources that has been approved by the FDA for substitution as identified in True Rx's drug file that is not a Brand Product as defined above. Generic drugs after patent expiration available from less than two generic manufacturers ("Single Source Generics") shall be categorized as a brand drug for purposes of pricing reconciliation.

"**Group Health Plan**" means the employee welfare benefit plan, or arrangement sponsored by Client, by which Client provides pharmacy benefits to Covered Persons

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, and the rules and regulations promulgated thereunder and as they are amended from time to time.

"Illness" means diagnosed medical condition.

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"**Ingredient Cost"** means the cost of the covered drug as negotiated with each pharmacy. The ingredient cost shall be less dispense fee, rebates, discounts provided by manufacturers and any product selection penalties applied upon decision of a member.

"Injury" means bodily damage or loss sustained by a Covered Person which requires treatment by a Physician and is incurred by a Covered Person on or after the date of coverage under the Group Health Plan.

"Limited Distribution Drugs" or **"LDD"** means a medicine that is available from less than 3 pharmacy chains. Drug manufacturers limit the distribution of these medications to a small number of pharmacies which limits the competition on the pharmacies to dispense these medications.

"Mail Order Pharmacy" means one or more licensed pharmacies under contract with True Rx to provide mail pharmacy services where prescriptions are filled and delivered to Members via mail order.

"Medicine" or "**Medication"** or **"Drug"** means a substance or preparation that alleviates or treats an Illness or Injury and may be available by Prescription only or over-the counter ("**OTC**") including supplies.

"MultiSource Brand" means drugs that are available from multiple sources. This includes brands with generics available, co-licensed products, or as defined by First DataBank or Medi-Span.

"Maximum Allowable Cost" or "MAC" means maximum reimbursement limit that will be paid to a network pharmacy for Claims submitted for drugs obtainable from manufacturers or suppliers.

"Member(s)" means any eligible participant of a Group Health Plan who is entitled to receive Covered Drugs under the Client's pharmacy benefit as administer by True Rx.

"Non-Prescription Medicine" means an OTC Medication or supply, normally purchased without a Prescription and that is pre-packaged for use by the consumer and labeled in accordance with the requirement, statutes, and regulations of federal and applicable state governmental authorities.

"Network Pharmacy" means a licensed pharmacy which has executed an agreement to provide Covered Drugs to Members.

"Orphan Disease" means a condition that affects fewer than 200,000 people nationwide. This includes diseases such as cystic fibrosis, Lou Gehrig's disease, Tourette's syndrome, Hamburger disease, Job syndrome, and acromegaly, or "gigantism."

"Orphan Drug" means a pharmaceutical agent that has been developed to treat a rare medical condition, the condition itself being referred to as an orphan disease.

"Plan Design" means the Pharmacy Benefit Plan Design Form as agreed upon by both parties which includes the setup of the Group Health Plan.

"Preferred Drug List" or "Formulary" means the True Rx Preferred Drug List, as amended by True Rx from time to time. A current copy of the Preferred Drug List may be obtained by calling the Customer Service Team at (866) 921-4047.

"Prescriber" means a Physician or other health care practitioner licensed or authorized by law to issue an order for a Medicine.

"Prescription" means any order authorized by a Prescriber for a Prescription Medicine or a Non-Prescription Medicine that could be a Medication or supply for the Covered Person for whom prescribed. The Prescription must be compliant with applicable laws and regulations and identify the name of the Prescriber prescribing and the name of the Covered Person for whom prescribed. It must also identify the name, strength, quantity, and directions for use of the Medication or supply prescribed.

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"Prescription Drug or Prescription Medicine" means licensed Medicine that is regulated by legislation to require a Prescription before it can be obtained by a Covered Person.

"Prior Authorization" means the requirement that the healthcare provider or Covered Person obtain approval from the Group Health Plan before the Group Health Plan will approve payment for that medication. Without this prior approval, the Group Health Plan may not provide coverage, or pay for, the medication.

"Protected Health Information" or "PHI" means Protected Health Information, as defined in 45 C.F.R. §160.103, and is limited to the Protected Health Information received or created in connection with the performance of the True Rx Services under this Agreement.

"Qualified Brand Claim" means a claim that qualifies for a rebate guarantee. All brands as defined within this Agreement less stated exclusions within the rebate definition of this Agreement and any additional exclusions found within Service Schedule 1 and any exclusions found within future amendments bound to this agreement will be considered a qualified brand claim.

"Rebate" means any and all manufacturer derived revenue including but not limited to formulary rebates (as provided through the rebate aggregator for a particular pharmaceutical product provided by the drug manufacturer for placement of the manufacturer's pharmaceutical product on the covered drug list), market share rebates, discounts, administrative fees, direct-indirect remuneration fees and any other revenue from the manufacturer or other parties for the performance various programs or services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-identifiable claim information paid to True Rx.

"Specialty List" means the list of drugs as maintained by True Rx that lists the drugs considered Specialty Medications for pricing and Rebate purposes as adjusted by True Rx from time to time.

"Specialty Pharmacy" means a licensed pharmacy under contract with True Rx to provide Specialty Drugs to Members.

"Specialty Drug" means certain pharmaceuticals and/or biotech or biological drugs that are used in the management of chronic or genetic disease, including but not limited to injectable, infused, or oral Medications, or that otherwise require special handling.

"Third-Party Administrator" or **"TPA"** means the party that administers the medical benefits on behalf of the Group Health Plan.

"True Rx Management Programs" means the cost savings and/or clinical programs developed by True Rx including, but not limited to, Step Therapy, True Assist, True Advocate, Clinical Solutions, etc., as defined in Schedule 1 attached hereto and incorporated herein by reference.

"Usual and Customary" or "U&C" means the charge for Pharmacy Products that a Network Pharmacy would have charged a Member receiving benefits if such Member was not covered by a Plan.

"Universal Formulary" means a formulary that does not exclude medications from the formulary for the purpose of increasing rebates from the manufacturers.

2. **SCOPE OF RELATIONSHIP**. True Rx and Client specifically agree to these important terms regarding the Scope of the Relationship between them, as determined by this Agreement. True Rx is retained by Client only for the purposes and to the extent stated in this Agreement and the relationship of True Rx to Client is that of an independent contractor. True Rx defers to Client with respect to the administration and operation of its plan. True Rx performs only ministerial functions and not discretionary functions with respect to Client's Group Health Plan, and Client is solely responsible for the implementation, administration and interpretation of its Plan and for all final Claim determinations, including all final Claim Appeal determinations.

3. **SERVICES**. True Rx shall, on behalf of Client for those Covered Persons under Client's Group Health

Plan covered by Client, provide certain pharmacy services, including the adjudication of Prescription Claims, management of Prescription costs, negotiation of payments to pharmacies and other related pharmacy fulfillment services as are more specifically set forth on **Services Schedule 1,** which is attached hereto and incorporated herein by this reference**.** (Hereinafter the services listed in this Agreement and on Services Schedule 1 are referred to as the "**True Rx Services**").

4. **CLIENT RESPONSIBILITIES.** Client agrees to cooperate with True Rx to allow True Rx to perform its True Rx Services for Client. Client agrees to review and execute documents prepared by True Rx for Client with respect to the performance of the True Rx Services. Client agrees to timely provide True Rx with a copy of all reports, correspondence, plan documents, service agreements and any information it creates, possesses, controls, or obtains relating to the True Rx Services. Client agrees that it is solely responsible for determining the Covered Persons under the Group Health Plan and that it may add or delete Covered Persons from eligibility files pursuant to the terms and conditions of this Agreement, and that True Rx may rely upon all of the plan documents and instruments and the eligibility files for purposes of its performance under this Agreement. Client further agrees to provide to True Rx necessary Protected Health Information and certain required personal information of Covered Persons in order to permit True Rx to process claims under Client's Group Health Plan. All information shall be delivered to True Rx in a format and with the content consistent with the applicable statutes and regulations. Client also agrees to cooperate in the performance of the True Rx Services and acknowledges and agrees to the Additional Services and Services Limitations stated in Services Schedule 1.

5. **TERM.** This Agreement is for a one (1) year term following the Effective Date. This Agreement will automatically renew every year on the anniversary date for an additional one (1) year term, unless either Party files notice with the other Party at least sixty (60) days prior to the renewal date. Notwithstanding the automatic renewal provision, either Client or True Rx may terminate this Agreement at any time, after the initial (1) year term, by providing sixty (60) days prior written notice of termination to the other Party delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested or by electronic mail (email) with confirmation of delivery acknowledgement engaged, to the person identified in the Notice provision in Section 20. In the event that Client fails to provide sufficient notice of termination as required or terminates this Agreement prior to the end of the Agreement term as described herein above, rebates may be withheld from Client at True Rx's discretion. In addition to the holding of rebates, if Client fails to comply with the requirements of this paragraph, True Rx shall be entitled to all fees earned through the cancelation date.

6. **TERMINATION**. Without limiting the foregoing, either Party may immediately terminate this Agreement and any related agreements if a particular Party to this Agreement, who believes it is in compliance with the terms of the Agreement (the "**Non-Breaching Party**") makes the determination that the other Party has materially breached a term of this Agreement, or the Business Associate Agreement referred to in Section 11 of this Agreement (the "**Breaching Party**"). Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of its assertion of a material breach. If so, the Breaching Party has thirty (30) calendar days to cure said breach upon mutually agreeable terms, or otherwise to respond to the Non-Breaching Party. In the event that a mutually agreeable resolution is not reached within this thirty (30) day period, the Non-Breaching Party will provide to the Breaching Party a final demand for cure to occur within an additional fifteen (15) calendar days. Failure by Breaching Party to cure said asserted material breach within this additional fifteen (15) calendar day period, permits the Non-Breaching party to immediately terminate of this Agreement.

6.1 **Transition of Files**. Upon termination of this Agreement, True Rx shall promptly transition Claims files and/or history to Client's new prescription benefit manager or any other party, as directed by Client, at no additional cost.

6.2 **Destruction or Return of PHI**. Upon termination of this Agreement, True Rx agrees to return to the Client a copy of all protected health information ("**PHI**") received from Client or created or received by True Rx on behalf of Client, that True RX and/or its subcontractors or agents still maintain in any form. True Rx further agrees not to retain any copies of such information, beyond the required period of time for the statute of limitations regarding any claims related to such information. Following the period of the statute of limitations on any such claims related to the information gathered, True Rx shall destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(J) and in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742-42743 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, True Rx will notify Client of such event in writing, and will thereupon

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extend the protections of this Agreement and its associated Business Associate Agreement to such Client PHI and limit further uses and disclosures, until the destruction can be accomplished. Such notice to Client will include: (i) a statement that True Rx has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. True Rx further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to True Rx's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures.

7. FEES. The Service Schedule 1, states the Fees that apply under this Agreement. True Rx shall bill the Client's Third-Party Administrator (hereinafter "TPA") for Client's weekly invoice for: (i) the amount of the reimbursement for pharmaceuticals dispensed by the pharmacies to the persons covered by Client's Prescription Drug Plan (less applicable co-payments made by Covered Persons); and (ii) for all other applicable administrative fees, services and expenses pursuant to the attached Services Schedule 1. As a condition for the continued services provided by True Rx hereunder, Client shall pay TPA for the True Rx Services it performs for Client, and Client shall direct and instruct TPA, and TPA shall pay all invoices of fees and expenses for True Rx services within ten (10) calendar days of TPA's receipt of each True Rx invoice. The entire invoice billed according to the terms of this agreement will be reimbursed to True Rx at one time via EFT payment with True Rx pulling the funds from the TPA on the due date. The payment of True Rx invoices is an express condition to True Rx's performance of its obligations under this Agreement. True Rx does not, and has no obligation to, fund Client's Group Health Plan benefits, and as such, Client agrees to pay all True Rx invoices. True Rx also agrees that the amount of the reimbursement for Medicine paid to the recipient pharmacies will be the same amount billed to Client, plus applicable Service Schedule 1 Fees. Upon termination of this Agreement for any reason, Client shall pay all invoices, including all Service Schedule 1 fees, to and through the date of termination of this Agreement.

7.1 Penalties. Client agrees to ensure timely payment to True Rx. Should the Fees described within this Agreement not be paid to True Rx as stated within the payment terms of this agreement and any addendums thereto. Additionally, True Rx shall retain all Rebates received on behalf of Client to the extent of any and all unpaid balances owed by Client to True Rx. Client shall still be responsible for any and all remaining outstanding fees and cost along with all future fees and costs incurred by True Rx pursuant to this Agreement.

8. CONFIDENTIAL/PROPRIETARY INFORMATION. In addition to the restrictions on uses and disclosures of Protected Health Information under HIPAA, Client and True Rx, and each of them, shall not use or disclose to others, except as permitted by this Agreement or required by law, any Confidential Information that True Rx provides to Client or that Client provides to True Rx, without the prior written consent of the non-disclosing Party. All information or data relating to the business or operations of any Party to this Agreement (the "Disclosing Party") acquired by any other Party in connection with this Agreement (the "Acquiring Party") shall be treated as confidential by the Acquiring Party, and shall not, unless otherwise required by law or the requirements of any accrediting agency, be disclosed by the Acquiring Party without the prior written permission of the Disclosing Party to whom the information in question relates. For the purposes of this Agreement, "Confidential Information" means, without limitation, all information proprietary to the Disclosing Party, whether or not marked "confidential," that constitutes trade secrets and/or confidential information as construed by Applicable Law or information that is not already available to the public, all of which the parties hereto agree constitutes trade secrets under the Uniform Trade Secrets Act, including, but not limited to, all information relating directly or indirectly to the business of the Disclosing Party, prospect lists, referral sources, customer lists and customer information, physician names, contact information and information regarding said physicians, patient/end user names, contact information and information regarding said patients/end users, information concerning services and supplies, marketing programs, computer program and systems, business and supplier contracts, techniques, processes, methods, technologies, business information, financial data, financial plans, products, equipment, sales information, costs data, personnel, product tests, pricing policies, distributorship arrangements, business plans or business strategies, and the like. This provision shall survive termination of this Agreement. This does not prohibit True Rx from utilizing deidentified aggregate data generated by True Rx for the purposes of analysis or reporting. Nothing in this paragraph shall be construed in any way to conflict with or violate the Anti-gag Clause requirements of Consolidation and Appropriations Act of 2021.

9. INDEMNIFICATION. True Rx hereby agrees to indemnify, defend, and hold harmless the Client, its agents, employees, officers, and directors from and against any and all liability, expense (including court costs and reasonable attorney's fees) and any claims for damages of any nature whatsoever, whether direct or indirect, which the Client may incur, suffer or become liable for or which may be asserted or claimed against the Client including

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without limitation: a) any breach of this Agreement or the Business Associate Agreement by True Rx , including without limitation any improper use or disclosure of PHI by True Rx , or True Rx's 's employee, officer, agent, successor or assig, and b) any error or omission by True Rx, including but not limited to, negligent acts or statutory violations by True Rx , or its officers, directors, employees, or agents. In addition, True Rx specifically agrees to pay actual costs for any associated mitigation incurred by Client as a result of a Breach of Unsecured PHI by True Rx.

10. **COMPLIANCE AND CHANGES IN LAW**. True Rx and Client and each of them, agree to comply with all applicable federal, state and local laws, ordinances, regulations, rules and codes, including, without limitation, HIPAA, and ERISA (if applicable), as well as any other laws, ordinances, regulations, rules and codes relating to the handling and/or processing of pharmaceutical Claims and the information contained in such Claims as necessary with respect to their respective obligations under this Agreement, including the terms of Service Schedule 1, and including all amendments and changes to any applicable law. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances that may be required to comply with any amendment or change in any applicable law. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 10.

11. **BUSINESS ASSOCIATE AGREEMENT**. The Parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Consistent with the foregoing, True Rx and Client acknowledge that True Rx is a Business Associate of Client's Group Health Plan, which is a Covered Entity, each as defined under HIPAA and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (referred to as the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (referred to as the "Security Rule") (collectively referred to as the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (referred to as the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. True Rx and Client agree to undertake and execute the Business Associate Agreement that is provided as part of this Agreement to fulfill these regulations.

12. **RECORDS RETENTION.** Consistent with the terms of Section 6.2, True Rx shall retain copies of its records and appropriate documents generated, retained, and/or acquired in its performance of True Rx Services in accordance with all applicable state and federal regulations, generally for the duration of the statute of limitations on any Claim processed by True Rx during the Term of this Agreement. Duplicates of such records, for use in disaster recovery situations, shall also be maintained by True Rx in accordance with all applicable state and federal regulations, the manner and form determined by True Rx at a secure, off-site location.

13. **BINDING AGREEMENT SURVIVAL AND AMENDMENT**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. All representations, covenants and agreements within **Sections 4, 5**, **6**, **7**, **8** and **9, and in the Service Schedule 1,** made by Client and/or True Rx and each of them, under this Agreement and all attachments and schedules, shall survive the expiration or earlier termination of this Agreement. This Agreement and its attached Services Schedule 1, and the Business Associate Agreement, as well as the Pharmacy Benefit Plan Design Form, as each may be amended from time to time, constitute the complete agreement between the parties hereto and shall supersede all prior contracts, agreements, arrangements, correspondence and understandings between True Rx and Client. This Agreement may not be amended, modified, or supplemented, except in writing signed by both True Rx and Client, and any oral modifications hereto shall be null and void.

14. **GOVERNING LAW AND JURISDICTION**. This Agreement shall be governed by the laws of the State of Colorado, to the extent not determined or interpreted under federal law.

15. **INCORPORATION OF RECITALS**. The Parties agree that the foregoing recitals in the preamble of this Agreement are true and correct and are incorporated in this Agreement.

16. **FULL AND FINAL AGREEMENT**. This Agreement and any Schedules or Exhibits attached hereto represent the entire agreement between the Parties concerning the subject matter hereof. The terms and conditions of this

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Agreement supersede any prior verbal or written communications, including without limitation any conflicting proposal material, to the extent that such terms are not specifically incorporated by reference into this Agreement. No waivers, amendments or modifications of this Agreement or any part thereof will be valid unless in writing signed by both Parties hereto.

17. **INTERPRETATION AND WAIVER**. The terms of this Agreement shall be interpreted so that they are effective under applicable law, to the extent possible. This Agreement is negotiated and as such, is not to be construed against True Rx, but rather to be interpreted as if both Parties were involved in its drafting. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

18. **IMPOSSIBILITY OF PERFORMANCE**. In the event of any act or explosion, action of the elements of deity, strike or labor relations problem, restriction or restraint imposed by law, rule or regulation of any public authority, whether federal, state or local, and any civil or military action, interruption of transportation or availability or accessibility to the internet, criminal activity of electronic espionage or security breach, or any similar event that is beyond the reasonable control of a Party to this Agreement, such Party or Parties shall not be liable for any delay or non-performance of any terms, covenant or agreed term hereunder.

19. **NO THIRD-PARTY BENEFICIARIES**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

20. **NOTICES**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested or by electronic mail (email) to the email address shown below with confirmation of delivery acknowledgement engaged, to the following:

True RX:	True Rx Management Services d/b/a True Rx Health Strategists
	PO Box 431 2495 E. National Hwy.
	Washington, IN 47501
	ATTN: Legal Department Email: legal@truerx.com
Client:	Gunnison County, Colorado
	200 East Virginia Avenue
	Gunnison, CO 81230
	ATTN: Lauren Trautz Email: ltrautz@gunnisoncounty.org

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

21. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies and electronically made and delivered copies shall be deemed to be originals.

22. **DISPUTES**. If any controversy, dispute or claim arises between Client and True Rx (except for disputes regarding a Claim of a Covered Person) with respect to this Agreement, or any of the schedules, attachments or agreements between them, Client and True Rx, and each of them, will first make good faith efforts to resolve such matters informally. In the event such a dispute cannot be resolved through good faith efforts, the aggrieved party may proceed in accordance with the applicable law and jurisdiction as stated in Section 14 to file a claim in the appropriate court. In the event of a breach of this Agreement or any schedules or attachments hereto by Client, either Party shall be entitled to injunctive relief or an order for specific performance as well as any and all other legal remedies available

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under equity of law. The prevailing Party shall be entitled to recover all costs of such action to include, but not limited to, reasonable attorney fees.

23. **THIRD-PARTY DISPUTES.** With respect to any threatened or actual litigation commenced by any third-party, including without limitation, any Covered Person that relates to any Claim (the "Third-Party Claim"), Client and True Rx agree to provide prompt written notice of such matter within ten (10) calendar days. Client acknowledges its obligation to fund its Group Health Plan and as such, Client and True Rx agree that True Rx will tender the defense of the Third-Party Claim to Client and Client will accept such tender, and will be responsible for handling all matters related to the Third-Party Claim.. Client will control all aspects of the Third-Party Claim. If any dispute arises between Client and True Rx regarding such Third-Party Claim, it will be dealt with separately from the Third-Party Claim under the terms of this Section 23. In such an instance, any fact or law determination in the instance of a Third-Party Claim is not binding on and is not to be used in regard to the resolution of the matter between Client and True Rx. With respect to any Third-Party Claim, Client and True Rx shall cooperate and work together in that defense consistent with this Agreement and a joint defense, regardless of any dispute that may also arise between Client and True Rx.

24. **LIMITATION OF LIABILITY**. Notwithstanding any other term of this Agreement, in no event will True Rx be liable in contract, tort, or otherwise arising from the relationship of the Parties or the conduct of business under this Agreement, or any addendum attached hereto and incorporated herein, for an amount exceeding the maximum coverage of True Rx's E&O policy which shall be no less than $1M per occurrence and $2M in aggregate.

25. **CORPORATE AUTHORITY.** This Pharmacy Services Agreement has been executed by the respective duly authorized and empowered officer, director, shareholder, owner, partner or agent of **True Rx Management Services** and **Gunnison County, Colorado**, effective on the day and year first above written.

"Client"	**"True Rx"**
Gunnison County, Colorado	**True Rx Management Services, Inc.** **d/b/a True Rx Health Strategists**
By: _____ Printed: Lauren Trautz Title: Human Resources Director	**By:** Michael D. Chestnut 70D8BD50E0E3418... Michael D. Chestnut, Esq. General Counsel

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TRUE RX SERVICES SCHEDULE 1
Gunnison County, Colorado

1. True Rx Services Listing and Corresponding Fees

True Rx Services	Fee
1) Electronic Claims processing 2) Toll-free call center support 3) Access to True Rx's national network of pharmacies 4) Generate reports as requested by Client 5) Open enrollment participation and support 6) Implementation support 7) Plan setup and design changes 8) Electronic & Manual eligibility submissions 9) Medical data integration 10) Secure data transfer via FTP 11) Network management and communication 12) Online Formulary Communication 13) Concurrent Drug Utilization Reviews ("DUR") 14) Fraud, Waste and Abuse online edits 15) Any other mutually agreed upon services 16) EPLS Advocacy Assistance	$6.50 per paid claim
Prior Authorizations	Clinical Prior Authorization - $50
Additional Government Required Reporting	As Invoiced

For purposes of these True Rx Services, the following terms apply:

"**EPLS Advocacy Assist**" (herein referred to as "EPLS") means a process whereby True Rx maximizes the copay structure for brand drugs as directed by EPLS. Client authorizes True Rx to communicate with EPLS's personnel regarding any prescription benefit information, including PHI, that is necessary for EPLS to perform its contractual obligations with the Client. Client hereby verifies that a Business Associates Agreement has been executed between Client and EPLS. Client expressly grants True Rx permission to allow EPLS's personnel to either have access and editing rights to Client's Benefit Drug Plan or to direct True Rx personnel to make edits to the Benefit Drug Plan for purposes of member eligibility and prescription override authority. Client shall hold True Rx harmless for any and all actions performed by or ramifications resulting from actions performed by or directed by EPLS personnel.

"Additional Government Required Reporting" The Federal government and many State governments are beginning to require a myriad of reporting. As these reporting requirements become effective, True Rx will evaluate each and determine if True Rx should be the reporting entity and if so what, if any, fees will be charged. True Rx shall notify Client of the reporting requirements and proposed fees, if Client does not notify True Rx of any objections within 90 days the date of the notice, the reporting and fees will be deemed agreed to and True Rx shall provide the reporting and invoice Client accordingly.

Performance Guarantees. True Rx makes certain performance guarantees for services provided as part of this Agreement. All Performance Guarantees are listed on Exhibit "A" to this Schedule 1, which is attached hereto and incorporated herein by reference.

2. Optional True Rx Services and Fees

True Rx Services may, at the option of Client, include the following Optional Services.

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Service	Fee
True Codes	20% of the savings recognized by Client with a $2500 per claim per four weeks maximum*
True Genomics Administrative Fee	$0.50 per paid claim
True Genomics Lab Fees/Consultation	$450.00 per tested member
Diabetes Management Program	$100.00 per engaged member per month
Mail Order Invoicing	$0.00
Step Therapy Program	$0.00
Identification Card	$2.50 per card No charge for the initial card print for the Client.
Mailings	$2.00 per Client requested letter
Creditable Coverage Determination	$750 per determination
Additional Services	To Be Determined

* On all claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks.

For purposes of the Optional Services, the following terms apply:

"**Step Therapy**" means a process whereby True Rx encourages members to use medications that are generally recognized as safe and effective but are also lower-cost. Under this program, in order to receive coverage, member may need to first try a proven, cost effective medication before progressing to a more costly treatment.

"True Codes" means a process whereby True Rx actively helps certain identified Covered Persons, under the Client's Group Health Plan, maximize savings for treatments identified, through billing code review, that are being received by Covered Persons via the Client's Group Health Plan's medical plan, when the same treatment can be provided via the pharmaceutical plan at a reduced cost. True Rx will charge twenty percent (20%) of the monthly savings recognized by Client capped at $2,500.00 per claim per four weeks. On all claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks.

"True Genomics" means a process whereby certain Covered Persons of the Plan who are potentially at risk for drug-gene interactions based on the medication claims that process through the True Rx adjudication system are identified by True Rx. Once identified, the Covered Person may elect to participate in the program. Each participant will be provided a test kit with instructions to obtain and transmit the required sample, and True Rx's clinical team will analyze the sample results with the Covered Person's medication history to determine the preferred medication option. True Rx will provide results to the Covered Person and will share with the appropriate provider as directed for possible revisions to the Covered Person's medication regimen by their provider. True Rx will charge $0.50 per paid claim admin fee and a $450 fee for each engaged Covered Person.

"Diabetes Management Program" means a program of diabetes management that reviews a selected member's current medication and treatment regimen to ensure that prescribed medication and treatment are as beneficial, effective, and cost efficient as possible as well as detailed disease state education to achieve optimal blood glucose control and prevent avoidable complications. It is not to obtain new diagnosis or treatment or to serve as a substitute for an appointment with a medical provider. True Rx shall charge Client $100.00 per engaged member per month.

"Creditable Coverage Determination" means a process whereby True Rx aids the client in determining the Group Health Plan's Creditable Coverage Status. Group Health Plans are required to provide creditable coverage notifications to Covered Persons as required by the Medicare Modernization Act. Creditable coverage means the coverage is expected to pay on average as much as the standard Medicare prescription drug coverage. True Rx will provide this determination upon request. True Rx must be notified by Client or Client's representative that they wish the determination of creditable coverage to be made at least 3 weeks prior to requested date. By

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requesting this determination, Client agrees that True Rx may utilize a vendor chosen by True Rx to complete the determination for high deductible health plans. Client also agrees that the simplified determination may be used for PPO (non-deductible) plans. The sample letter of creditable coverage and appropriate accompanying information will be provided to Client or Client's representative for final approval and distribution to its covered persons.

3. Additional Services and Service Limitations

True Rx provides a number of different services and takes on certain additional responsibilities under the Agreement as stated in this Part 3. Also, and importantly, there are certain limits to the True Rx Services, agreements and responsibilities as also stated in this Part.

Pharmacy Help Desk. True Rx offers Client its Pharmacy Help Desk. Administered by a True Rx-approved vendor and available 24 hours per day, 7 days per week, the Pharmacy Help Desk provides assistance to network pharmacies with Prescription Claim inquiries. This, in turn, helps Client's Covered Persons with their Claims processing.

True Rx Customer Service. Customer Service Representative (hereinafter "CSR") are available Monday-Friday, closed on Holidays (New Year's, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, and Christmas). CSR are available to provide assistance for any questions Client's Covered Persons may have regarding the Prescription drug plan during normal business hours.

Rebates. All rebates received by True Rx for claims dispensed to Client's Covered Persons will be passed on to the Client during the life of this agreement. Should Client at any time fail to ensure payment to True Rx as described in Sections 7 and 7.1 "Fees" of this Agreement, or fail to provide sufficient notice of termination or terminate the Agreement prior to the end of the Agreement term as described in Section 5, rebates may be withheld from Client at True Rx's discretion. The following claims may not receive rebates; however any rebates received for these drugs will be passed through to Client: (i) cosmetic drugs, (ii) appliances, devices, bandages, heat lamps, braces, splints, vaccines and artificial appliances, (iii) health and beauty aids, and dietary supplements, (iv) over the counter products, (v) biosimilar drugs, (vi) member submitted Claims, (vii) Medicaid subrogation Claims, (viii) secondary Claims, (ix) Claims older than 180 days, (x) Claims through Sponsor-owned, university pharmacy (xi) Medicaid fee-for-service Claims, (xii) Claims with an invalid quantity or unit cost, (xiii) Claims with invalid identifiers (e.g., pharmacy identifiers), (xiv) Claims pursuant to a 100% member copayment plan, (xv) generic claims, (xvi) claims for re-packaged NDCs, (xvii) claims where, after meeting deductible, the Member's cost-sharing amount under the applicable Program requires the Member to pay more than 50 percent of the claim, (xviii) claims from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, etc.) (xix) Compound Drugs, (xx) Claims from long term care pharmacies; home infusion Claims (xxi) Claims for drugs procured under the Non-Profit Institutions Act, (xxii) Claims for drugs dispensed at a non-pharmacy dispense site, (xxiii) workers compensation Claims, (xxiv) any Government Program Claims, including but not limited to 340B pharmacy, Indian Health Services and/or Tribal Claims and Tricare etc., (xxv) Claims from Institutional hospital pharmacies, (xxvi) Claims for drugs dispensed by a managed care organization pharmacy, (xxvii) Claims for drugs dispensed by a clinic pharmacy, (xxviii) Claims from pharmacies located outside the United States, including Claims from any pharmacy located in a United States territory (TER), (xxix) claims for drugs used to treat HIV or thyroid conditions (collectively, the "Exclusion").

Eligibility Files, Data and Updates. True Rx will maintain, administer and update Client's employee eligibility upon request by email, profile update or Client download, according to process agreed upon in the Benefit Plan Design with names and information of those employees of Client and their spouses and dependents who are eligible for True Rx Services, including COBRA-eligible members, which updates shall be filed electronically by email or other means agreed to by Client and True Rx based on information provided by Client.

Plan Design. True Rx will provide to Client its standard plan design for its use and evaluation. Client has ultimate authority over its plan design, and the determination of that plan design is subject to the Client Responsibilities stated below in this Part. The final plan design as agreed upon between True Rx and Client will be evidenced by a separate agreement, the Pharmacy Benefit Plan Design Form, that is completed with the Client Account set-up, and such Form is incorporated as part of this Agreement.

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Assistance and Guidance Samples. Consistent with the terms of the Scope of Relationship and Client Responsibilities stated in this Part, to which Client expressly acknowledges and agrees, True Rx may provide sample language, sample formularies, plan document and summary plan description sample language and sample forms for Client to use as it establishes and maintains its Group Health Plan and the delivery of Pharmacy benefits under that Plan. Client acknowledges and agrees that True Rx is not engaged in the business of plan design consulting services and that it defers to any insurance broker and/or consultant involved. Congruently, Client agrees that it is solely responsible for the establishment and development of its Group Health Plan, and Client is the final decision-maker as to the establishment of the terms of its Plan.

Client Responsibilities. Client is responsible for its Group Health Plan Assets. Once a fee is paid to True Rx, such amounts are no longer assets of Client's Group Health Plan. Similarly, Client agrees that once payment has been arranged for and/or made for a Prescription Drug under Client's Plan, such amounts are also no longer assets of Client's Group Health Plan. Client also acknowledges and agrees that True Rx is not engaged in the practice of delivering legal, accounting or actuarial advice, and Client agrees to consult with such professionals regarding its Group Health Plan, and in particular with legal counsel regarding any documentation, forms or other legal compliance matters related to its Group Health Plan, including the scope of covered services, the requirements of ACA, including without limitation the delivery of a plan that provides minimum value, and all related compliance with laws.

Government Matters. In the event that Client is audited by any agency or department of the state or local government in connection with its Group Health Plan, True Rx agrees to cooperate with Client in connection with such investigation if True Rx is requested to provide assistance. If Client is audited or investigated or receives correspondence from Medicare relative to a Claim processed by True Rx, of any kind or type, Client agrees to immediately send a copy of such matter to True Rx under the Notice provisions in the Agreement. True Rx agrees to provide assistance and to respond to the Medicare inquiry, or demand. Client is responsible for paying applicable interest charges from Medicare and for reimbursing Medicare for benefits amounts if it is determined that the Plan should have paid the Claim primary to Medicare.

4. Pharmacy Pricing Matrix:

	Broad National Network		
	Participating Pharmacies		*True Rx Mail Order*
Non-Specialty	**1-83 Day Supplies**	**84-90 Day Supplies**	**1-90 Day Supplies**
Brand – Effective Rate	2025: AWP - 18.2% 2026: AWP - 18.3% 2027: AWP - 18.4%	2025: AWP - 22.0% 2026: AWP - 22.1% 2027: AWP - 22.2%	2025: AWP - 24.0% 2026: AWP - 24.0% 2027: AWP - 24.0%
Generic – Effective Rate	2025: AWP - 84.5% 2026: AWP - 84.6% 2027: AWP - 84.7%	2025: AWP - 86.5% 2026: AWP - 86.6% 2027: AWP - 86.7%	2025: AWP - 88.0% 2026: AWP - 88.0% 2027: AWP - 88.0%
Dispensing Fee	$0.95	$0.00	$0.00
Specialty	**Retail Pharmacy or True Rx Specialty Pharmacy**		
Aggregate Effective Rate	2025: AWP – 18% 2026: AWP – 18% 2027: AWP – 18%		
Dispensing Fee	$0.00		

5. Rebate Pricing Matrix:

Universal Formulary	2025	2026	2027
Retail 30	$260.00	$275.00	$288.00
Retail 90	$575.00	$605.00	$635.00
Mail	$600.00	$635.00	$667.00
Specialty	$3,200.00	$3,400.00	$3,570.00
Exclusive Formulary	**2025**	**2026**	**2027**
Retail 30	$330.00	$345.00	$362.00
Retail 90	$773.00	$812.00	$852.00
Mail	$840.00	$882.00	$926.00
Specialty	$3,300.00	$3,500.00	$3,675.00

Pricing Matrix. The representative network rates and rebates quoted above are effective rates based on the current performance of True Rx Management Services book of business. Due to limited distribution agreements conducted by manufacturers, a small number of specialty products are not available at the exclusive pricing schedule.

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Performance Guarantees

Exhibit "A"
Performance Guarantees

Performance Guarantees		
General		
True Rx Health Strategists will put 25% of the annual administrative fee at risk for Client Performance Guarantees. Client may elect to assign different weights to individual categories; in no instance shall an individual category be assigned higher than 20%, and the total of all categories with percentages assigned must be 100%.		
True Rx Health Strategists will measure and report on Implementation Performance Guarantees within 90 days of Client Effective Date. Ongoing Performance Guarantees will be measured and reconciled on an annual basis, within 90 days of the close of the contract year. Ongoing Performance metrics for groups with <1,000 lives will be measured on a True Rx Book of Business basis and not at the individual client level.		
True Rx Health Strategists will pay out any monies for missed Performance Guarantees within 30 days after both parties agree on amount.		
Implementation		
Category	**Criteria**	**Percentage at Risk (Determined by Client)**
ID Cards & Welcome Packets	95% of member ID cards and welcome packets will be received by members on or before the effective date of the plan, on the condition that Client provides True Rx Health Strategists with clean eligibility in an approved file format, according to a mutually agreed upon schedule.	
Benefit Design Setup - Timeliness	Client's benefit designs will be successfully loaded in True Rx Health Strategists' system at least 15 calendar days prior to the implementation date of coverage, dependent upon Client providing True Rx with benefit design sign-off 60 days prior to go-live.	
Implementation Satisfaction Survey	True Rx Health Strategists shall conduct a post-implementation questionnaire survey of at least three Client employees involved in the process to measure satisfaction associated with implementation of the plan. True Rx guarantees an average satisfaction rating of at least four (4) on a five (5) point scale.	
Testing – Issue Resolution	For Eligibility, Claims and Accumulator file testing, True Rx Health Strategists guarantees to resolve agreed upon high/critical severity defects within seven (7) business days of being identified; if resolution within 7 business days is not possible due to scope of issue, timeline will be mutually agreed upon.	

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Ongoing Performance		
Category	**Criteria**	**Percentage at Risk**
Account Team Responsiveness	True Rx Health Strategists Account Team Members will acknowledge electronic, verbal, and written notices of issues by the client within 24 hours of receipt. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time frame for resolution.	
Report Distribution	True Rx Health Strategists will provide client monthly standard management reports within 10 business days after the end of the reporting month.	
First Call Resolution	True Rx Health Strategists will resolve 94% of all member phone calls upon first contact.	
Abandonment Rate	True Rx Health Strategists guarantees that all inbound calls to Customer Service will have an abandonment rate of 5% or less.	
Phone Average Speed of Answer	True Rx Health Strategists guarantees an average speed of answer (ASA) for all inbound Customer Service calls of 45 seconds or less.	
Eligibility	True Rx Health Strategists will accurately process a minimum of 99% of eligibility updates on the same day of receipt, provided a clean file is received.	
Data Systems Availability and Adjudication	True Rx Health Strategists guarantees an average point-of-sale adjudication system availability of 99%; exclusive of planned downtime for maintenance and/or upgrades.	
Benefit Design Setup	True Rx Health Strategists will load any new/edited benefit designs within 10 business days of receipt of a signed plan design document from Client.	
Paper Claim Handling Turnaround Time	True Rx Health Strategists shall resolve member submitted paper claims within the following time frames: 15 business days for claims requiring no intervention, 30 business days for claims requiring intervention.	
Mail Order Pharmacy Accuracy	True Rx Health Strategists guarantees a 99% accuracy rate for medications dispensed via mail order.	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Sarah D. Elzay; C

Action Requested:

Parties to the Agreement:

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

Summary:

PSA; Sarah Elzay; Cheatgrass Coordinator

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/19/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/19/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 15th day of January, 2025, 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 Sarah D. Elzay, whose address is _1304 West 42nd Street Hays, KS 67601___ (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Cheatgrass and Habitat Restoration as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on January 15, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Cheatgrass may degrade sagebrush shrublands, which are important habitats for the Gunnison sage-grouse, other wildlife species, and livestock. These habitats are vulnerable to noxious weed invasions in many ways, including increases in exotic annual grasses, diminishing critical food supply and cover, and changes to fire frequency intervals. The Contractor will coordinate and facilitate large scale, cross-boundary treatments to address cheatgrass and other noxious weed invasions to provide appropriate cover and food resources for Gunnison sage-grouse, other wildlife species, and livestock.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the first twelve months of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed? one hundred and five thousand and No/100 U. S. Dollars ($105,000) beginning on January 15, 2025. Payments to the Contractor in the amount of eight thousand seven hundred and fifty and No/100 U.S. Dollars ($8,750) shall be made on the last business day of each month by Gunnison County through

January 2026. Compensation for Contractor Services beginning after the first of the month or ending before the last day of the month will be prorated by business days worked.

The Contractor may also submit for reimbursement up to five thousand and No/100 U.S. Dollars ($5,000) per year for the following items: training, relevant conferences, events and outreach, office space, and software licensing and tools.

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

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

5. INSURANCE.

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

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

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are

related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

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

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

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

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the

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

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

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

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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.

11. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24- 10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

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

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

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

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

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for

performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

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

Gunnison County:

County Manager Gunnison County

200 E. Virginia

Gunnison, Colorado 81230 Phone: 970-641-0248

With a copy to:

Contractor:

Board of County Commissioners

of the County of Gunnison, Colorado 200 E. Virginia

Gunnison, Colorado 81230

Sarah D. Elzay

1304 West 42d Street

Hays, KS 67601

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS.

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

25. PUBLIC RECORD.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By: _____ Jonathan Houck, Chairperson

ATTEST:

By: _____ Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Sarah Elzay Sarah D. Elzay

APPENDIX “A” SCOPE OF SERVICES

The overall goal of this project is to treat cheatgrass infestations and restore the sagebrush ecosystem on public and private lands across the Gunnison Basin.

The Cheatgrass and Habitat Restoration Coordinator (hereafter, “Coordinator”) will work closely with Project Team members to design and implement on-the-ground cheatgrass treatments and sagebrush restoration treatments across the Upper Gunnison Basin. Specifically, the Coordinator will design treatments, select locations for treatment, determine supplies needed, facilitate project logistics and serve as technical supervisor during the treatments and restoration actions. Additionally, the Coordinator will work on native forb and shrub seed collections, finding a suitable location to grow native seed, and reseeding areas as part of an integrated pest management approach and sagebrush rangelands restoration. The Coordinator will also work on education, outreach, and other activities to promote the prevention of further invasive species spread in the Gunnison Basin.

Contractor shall perform and provide the following services:

1. Collaboratively prioritize the most important sites needing treatment across the Basin. In addition to utilizing information from remote sensing and mapping projects of the current extent of cheatgrass in the Gunnison Basin, the Coordinator will develop and apply criteria to inform prioritization with input from numerous stakeholders and incorporate local knowledge.
2. Build local capacity for creating an enduring, long-standing program to continue these methods through training, volunteer base development for hand pulling events, outreach events and education programs.
3. Treatment objectives are to: a) treat infestations of cheatgrass in priority areas; b) reduce the expansion of cheatgrass into new areas by public education campaigns and equipment such as bike wash and boot kick stations; c) engage in cross-boundary treatments including private lands; and d) use an integrated pest management approach, such as reseeding appropriate sites post-treatment.
4. Develop a long-term monitoring program to determine ecological response to the restoration project activities and to help determine if adaptive management is needed.
5. Keep up to date on effective techniques, best practices, and current research for cheatgrass treatment, sagebrush restoration, and collaborative conservation.
6. Share tools, methods, and findings with other groups working to conserve vulnerable sagebrush watersheds and sage-grouse populations in similar ecosystems.
7. Secure additional funding for projects and future capacity via grant applications.
8. Recruit, coordinate, and oversee contractors completing cheatgrass treatments and sagebrush restoration.

Tasks and Timeline: Coordinator (estimated time in parentheses; note dates subject to change pending weather):

The details of the tasks and work plan will be finalized in collaboration with stakeholders.

1. Stakeholders will work with the Coordinator on priority project areas. The Coordinator will conduct field work and provide written summary of project design treatments, including identifying problems, developing objectives, characterizing the treatment site, determining locations, treatment methods, estimating materials needed, estimating costs of materials, and documenting details using GPS starting in April/May, depending on weather.
2. Ensure and oversee the timely application of herbicides in June – September. Herbicide applications may be with a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. The Coordinator will plan and implement multi-agency, cross-boundary cheatgrass treatments and potentially leverage and coordinate with agencies completing other noxious weed treatments.
3. Investigate additional treatment opportunities, including cultural and mechanical practices, fertilizers, bio-control, and other aspects of an integrated pest management approach.
4. Coordinate community activities such as seed collections, reseeding to restore sites, and hand-pulling cheatgrass to promote an integrated pest management approach. Community activities may be completed as opportunities arise.
5. Establish baseline and repeat measurements with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Field work will occur April through November as appropriate and as conditions allow, and analysis and reports will be completed in November through March.
6. Grant applications will be completed November through March, or as opportunities arise, to secure funds for projects and capacity. Applications will be completed in coordination with stakeholders.
7. Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee (GBSGSC) and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinator will Chair the GBSGSC Cheatgrass Subcommittee and may be appointed as a voting member of the GBSGSC. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.
8. Recruit landowners to participate in Cheatgrass Treatment program using USFWS BIL funds with County. Incorporate tools such as remotely sensed maps. Conduct site assessments with landowners, schedule treatments, coordinate with applicator, and be line of communication with applicator and landowner. Write and manage contracts associated with treatment.
9. Develop and implement a proactive cheatgrass communications strategy. Opportunities could include internal communications to stakeholders, external communications to generate a broad public understanding of the issue, talks at conferences, a multi-media approach (including social media), cheatgrass education for the public and practitioners (i.e., bringing in researchers and practitioners for webinars, talks, workshops), or partnering with Western Colorado University and other stakeholders to help create a public interface for progress reporting. Community outreach could include K-12 school presentations (4-H, Taylor Challenge, Water Festival, Mill Creek Youth Summit, AgVenture), community pull days, a booth at the farmer's market, Gunnison SageGrouse Summit or Festivals, or at local recreation events such as the Sageburner, Growler, and other permitted recreational events.

10. Stay updated on innovations in cheatgrass management throughout the western United States. Build partnerships with companies and conduct background research on herbicides and other treatment technologies (fertilizers, bio-control, mechanical and cultural practices, seeding, etc) and mapping techniques. Develop and update a Best Management Practice document for this information to guide efficacy and reduce risk.
11. Recruit, train, and supervise herbicide applicators to build certified applicator capacity in personnel able to spray cheatgrass in the Gunnison Basin.
12. Coordinate seed collections of Gunnison Basin native grasses, forbs, and shrubs such as sagebrush. Coordinate seed storage, planting, and growing operations between Colorado Parks and Wildlife and Bureau of Land Management storage facilities and potential use of the Western Colorado University greenhouse.
13. Coordinate seeding and planting events in post-treatment sites, tied with cheatgrass treatments and other disturbances such as road decommissioning.

Products:

1. Develop a repository for project records. Work with partners and land management agencies to capture and/or assist in writing pre-project implementation plan(s) documenting objectives and rationale, methods and treatment types, monitoring and assessment methods (e.g. photo points, vegetation sampling, etc.), GPS locations and spatial data (e.g. shapefiles and geo-databases for infestations and treatment areas), supplies needed, timelines, and project participants (agencies and contractors involved including contractor bids) to prepare for field implementation. Ensure appropriate environmental clearances (e.g. NEPA) has been documented.
2. Summarize results with an annual report and public communications. Analyze monitoring data to make recommendations for future work. Include information and education campaigns, summary of sites, treatment design, monitoring program protocol and results, lessons learned.
3. Create and regularly maintain database of certified applicators and other contractors willing to work on cheatgrass projects in the Gunnison Basin.
4. Track accomplishments and monitoring data in the Gunnison Sage-Grouse Conservation Efforts Database (CED). Facilitate the addition of treatment data from other agencies. Input data annually.

Skills and Education:

1. A State of Colorado's Department of Agriculture Qualified Supervisor license. If the applicant does not currently have a Qualified Supervisor license, they must be willing to obtain a reciprocal license or work towards obtaining a Certified Operator license within one year of being hired for the position, and subsequently a Qualified Supervisor license if contract is extended beyond the first year.

This position will be dynamic and evolving. Services, tasks or products beyond the scope or work outlined in this contract may be determined by or amended by the Project Team and Coordinator.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Adopting an Updated Schedule of Fees f

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2024 **Term Ends:** **Grant Contract #:**

Summary:

As disucssed in the spring of 2024, the permits rates in Public Works do not reflect the staff time required to process them. This resolution corrects the fee amounts. The new fees would be in effect upon adoption.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/23/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/23/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2025-_____

A RESOLUTION ADOPTING AN UPDATED SCHEDULE OF FEES FOR THE GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to state law, the Board of County Commissioners is authorized to set and amend the Public Works Department's permit application fees; and

WHEREAS, Public Works staff has provided the Board of County Commissioners a cost and revenue analysis in a report dated 4/9/2024 titled "Gunnison County Public Works Proposal of Fees Increase". The report includes analysis of the fees for permits; and

WHEREAS, TABOR allows for fees to be set in amounts that reasonably offset the cost of providing services;

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

1. The Public Works Department updated Fee Schedule for specific permit applications attached hereto as Exhibit A is hereby adopted; and

2. The updated Fee Schedule shall be implemented as follows:
    - Upon fulfilling public meeting requirements
        - Special Transport Permit (Oversize/overweight)
    - Upon adoption of this Resolution
        - Violation of Standards
        - Waiver of Standards
        - Mailing and Postage
        - Copies
        - Access Permits
        - Surface Alteration Permits
        - Underground Utility Construction Permit (Road Cut)
        - Revocable Right of Way Permits
        - Reclamation Permits
        - Vacation of a Street or Alley; and

3. All Public Works Department fees shall be reviewed at the end of every three years by Department staff to ensure that the costs of development are adequately compensated by the Fee Schedule; and

4. The adopted Fee Schedule shall be adjusted annually by a percentage equal to the applicable All Cities Consumer Price Index; and

5. A regional cost multiplier as allowed and described by the adopted International Residential Code is adopted. The regional cost multiplier for Gunnison County is 2.8; and

6. The regional cost multiplier for permit fees shall be reviewed at the end of every three years to ensure that it is accurate and reflects current construction market conditions and development review costs.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST [seal]:

_____
Deputy County Clerk

Permit Fee Exhibit A

Gunnison County Public Works Department Schedule of Fees

Adopted by Gunnison County Board of Commissioners January 2025

ALL FEES DUE IMMEDIATELY

Access Permit:	
Review of existing access or modified site plan	$100.00 / occurrence
Driveways up to 150 feet	$788.00
Driveways from 150 feet up to 600 feet	$1,062.00
Driveways over 600 feet	$1,687.00
Final re-inspection fee	$500.00 / occurrence
Reclamation Permit	$670.00
Reclamation Permit Bonding (Deposit) - Refundable	
Initial 10,000 square feet of disturbance	$1,500.00
Each additional 1,000 square feet	$200.00
Special Transport Permit (Oversize / Overweight):	
Single Trip	$200.00 / vehicle
Annual	$401.00 / vehicle
Revocable Right of Way Permit	$274.00
Utility Permit	$817.00 + $2,500.00 security deposit for first 500 feet + $5.00 / linear foot after
Final re-inspection fee	$500.00 / occurrence
Vacation of Street or Alley	$1,524.00
Waiver of Standards	$300.00 / occurrence
Stop Work Order Fee	$703.00 / violation + any hourly violation fees incurred **
Violation Hourly Rate	$200.00 **

**** Additional cost of office materials, advertising, postage, or staff time will be extra**
Fees adjust accordingly every year based on CPI

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Colorado Opportun

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification; Letter of Support; COSI

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 1/7/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

December 19, 2024

Dr. Cynthia Armendariz, PhD
Managing Director, Colorado Opportunity Scholarship Initiative Colorado
Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

Re: COSI County Allocation - Letter of Support

Dear Dr. Armendariz,

The Gunnison County Board of Commissioners supports Western Colorado University's funding request to the Colorado Opportunity Scholarship Initiative (COSI). We are especially pleased that the joint effort has increased scholarship funding for students pursuing higher education from our County.

Thank you for your consideration of the application. Please feel free to contact us with any questions or concerns.

Best Regards,

Jonathan Houck, Chairperson Laura Puckett Daniels, Commissioner Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Stirrup Bar Ranch

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification; Letter of Support; Stirrup Bar Ranch

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/21/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 1/7/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

December 19, 2024

Mr. Clint Evans
State Conservationist
USDA Natural Resources Conservation Service
Denver Federal Center
Building 56, Room 2604
P.O. Box 25426
Denver, CO 80225

Re: Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application

Dear Mr. Evans:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to the USDA-NRCS "Agricultural Conservation Easement Program" (ACEP) to fund the first phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The proposed CE project will see the entire ranch permanently conserved along with the senior water rights needed to maintain the ranch operation. And as the most ecological and agricultural significant privately held properties in the North Fork Valley, it is critical that this project move forward now.

At over 9,000-acres with a diverse range of riparian, grassland, and forested habitat, and senior water rights, some of which are so senior they are not subject to the Colorado Compact, the Stirrup Bar plays a critical role in the North Fork Valley. Other ranch operations rely on the economy of scale that a larger operation like Stirrup Bar provides, ensuring that smaller farm and ranchland operations have access to the markets and resources they need to thrive, while not sandwiched between housing developments. Local wildlife populations rely on its year-round habitat in order to thrive, particularly the local elk herd. And the ranching family that owns Stirrup Bar has already demonstrated their commitment to conservation by already conserving over 4,168-acres of the ranch via a CE.

Furthermore, the owners of Stirrup Bar have worked extensively with local, statewide and federal public partners like Colorado Parks & Wildlife (CPW), the local NRCS Office, and the Colorado State Forest Services (CSFS) and the U.S. Forest Service (USFS) to restore its riparian, grass and forested habitat, and to employ management practices that compliment adjacent and nearby public land throughout the area.

However, like all working agricultural families, the value of Stirrup Bar's land and water make it challenging to pass onto the next generation, particularly as the North Fork Valley's land and water markets continue to grow with more and more demand for water rights for development purposes and developable land. Put bluntly, we are rapidly nearing a point where the value of the ranch's land and water rights will make conserving the ranch cost prohibitive.

Fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term, but they must conserve the ranch in order to ensure that they have the financial resources to do so. As a result, it is paramount that the CE project move forward in 2025.

Thank you for your time and consideration. The Board of County Commissioners of Gunnison County do wholeheartedly support the Stirrup Bar Ranch Conservation Easement NRCS-ACEP Application and encourage you to accept the application.

Sincerely,

Jonathan Houck

Elizabeth Smith

Laura Puckett Daniels

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Consulting Services; Gunnison Conser

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Gunnison Conservation District

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

Summary:

Contract with Gunnison Conservation District for wildlife biologist consulting for sage grouse review.

Fiscal Impact: 12000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/20/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/20/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is entered into this _____ day of _____ 2024 by and between the Board of Commissioners of the County of Gunnison, Colorado ("Gunnison County") and the Gunnison Conservation District ("GCD").

A. RECITALS

This Agreement is entered into with respect to the following facts:

1. Gunnison County is a statutory county authorized and empowered by the Constitution of the State of Colorado, various state statutes, and the common law to, among other things, regulate land use and development and to provide for the protection of land, water, wildlife, and recreational resources within Gunnison County.

2. GCD is a conservation district duly organized under the Colorado Soil Conservation Act, C.R.S. §35-70-101, *et seq.,* authorized and empowered to undertake certain actions to prevent and remediate the loss of soil and water through wind and water erosion and depletion of subsurface water resources. The boundaries of GCD encompass a substantial portion of Gunnison County.

3. Gunnison County has expended substantial efforts developing and implementing strategies for the protection and conservation of the Gunnison Sage-grouse ("GuSG"). Among those efforts has been the development of the *Action Plan and Goals (*"Action Plan"), the *Gunnison County Sage-grouse Conservation Action Plan* ("Conservation Plan"), the *Gunnison Basin Sage-grouse Strategic Plan* ("Strategic Plan") and the *Gunnison Basin Gunnison Sage-grouse Habitat Prioritization Tool* ("HPT").

4. In addition, the Gunnison County Land Use Resolution contains numerous provisions for protection of the GuSG and their habitats including a requirement that anyone proposing any surface disturbing activity within GuSG Occupied Habitat must request a pre-application conference among the applicant, the Gunnison County Wildlife Conservation Coordinator, and Colorado Parks and Wildlife (if determined necessary) to identify issues related to the proposed development and Gunnison Sage-grouse habitat and to identify potential solutions.

5. The Gunnison Basin Sage-grouse Strategic Committee is a formal entity of Gunnison County. Administrative and professional support is provided to the Committee by Gunnison County.

6. GCD has worked closely with landowners, Gunnison County, the NRCS, and various partners to restore GuSG habitat and develop agricultural practices that foster the protection and conservation of the GuSG. In this connection, personnel at GCD have developed knowledge and expertise concerning the GuSG.

7. Because of GCD's knowledge and expertise of the GuSG, Gunnison County and GCD desire to enter into an agreement whereby GCD personnel will provide the services set forth below to Gunnison County in its ongoing effort regarding the GuSG.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

GCD shall provide a qualified and competent wildlife biologist ("Wildlife Biologist"), as determined by Gunnison County, to perform and complete the work as more specifically identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services"). The Wildlife Biologist and will become familiar and work in accordance with the Action Plan, Conservation Plan, Strategic Plan, the HPT and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Services shall be diligently pursued, in a professional, timely and complete manner. Services shall be performed under the technical and professional oversight of the Director of Community and Economic Development. GCD shall furnish all materials, supplies and equipment necessary for GCD's personnel to perform and complete said Services.

All Work Product generated from Services rendered shall be and remain the property of Gunnison County.

No Services shall be performed except with the authorization of Cathie Pagano, Director of the Gunnison County Community Development Department.

2. TERM.

The term of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025, unless sooner terminated as provided herein.

3. COMPENSATION AND EXPENSES.

In exchange for GCD's performance of the Services identified herein during the term of this Agreement, Gunnison County shall pay GCD $50.00 per hour of time spent by GCD employees on the Services identified herein ("Compensation"). The parties agree that Gunnison County will not request and GCD will not provide Services for which the total Compensation exceeds $12,000 per year without the prior written consent of both parties.

GCD shall provide Gunnison County with a statement of Services rendered on or before the last day of each month and Gunnison County shall pay the Compensation to GCD on or before the last day of the following month.

The Compensation is intended to be full and complete payment to GCD for performance of the Services; no other compensation, payment or benefit of any kind shall be due or paid by Gunnison County to GCD.

GCD shall be reimbursed for reasonable and typical out-of-pocket traveling expenses incurred by its employees, including but not limited to mileage, airline travel, hotel and meals, provided such are directly associated with performance of the Services and, provided further, that such expenses are incurred and submitted according to Gunnison County's standard policies and rates. Mileage shall be paid for GCD's travel from Gunnison County's facilities in Gunnison to and from site inspections at a rate equal to the *United States Internal Revenue Service Standard Mileage Rates for Business, Medical and Moving.*

Invoices including itemized reimbursable requests and hours work on this contract shall be submitted to the Community Development Director for Gunnison County on a monthly basis for review and approval for payment.

4. INSURANCE.

GCD agrees that at all times during the Term of this Agreement that GCD shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies:

A. Worker's Compensation Insurance in accordance with Colorado and Federal law;

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 occurence.

C. Comprehensive automobile liability insurance on all vehicles owned or leased by GCD and 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 any 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 injury to two or more persons in any single occurrence.

5. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, GCD shall be entitled to compensation for Services performed prior to the date of termination, provided such Services are reasonably satisfactory to the Gunnison County. Upon termination or at the end of the term of this Agreement, GCD shall forthwith provide to

Gunnison County all documents and other property used or generated as a result of this Agreement.

6. 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:

If to Gunnison County: Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

If to GCD: District Manager
Gunnison Conservation District
216 North Colorado St.
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

7. STATUS OF GCD; PAYMENT OF WILDLIFE BIOLOGIST SALARY

In carrying out its obligations and activities under this Agreement, GCD is not acting as an agent, partner, joint venture or employee of Gunnison County. Neither GCD nor its employees have any authority to bind Gunnison County in any manner whatsoever.

GCD agrees to pay the Wildlife Biologist the agreed upon salary for work done on behalf of the County, together with worker's compensation insurance, FICA, and FUDA, and provide for the withholding of employment taxes and reporting to the IRS.

8. NONEXCLUSIVE AGREEMENT.

GCD acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with other providers able to furnish the same or similar services, as it deems appropriate to do so.

9. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

10. COUNTERPARTS; EMAIL TRANSMISSION.

This Agreement may be executed by Email 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 through originally executed on one originally executed document. All email counterparts shall be promptly followed with delivery of original executed counterparts.

11. ENTIRE AGREEMENT; AMENDMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations, and representations pertaining to the obligations to be performed hereunder and may not be amended except in writing signed by both parties.

12. DELEGATION AND ASSIGNMENT.

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

13. 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. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the GCD of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON CONSERVATION DISTRICT

By: _____
Bill Ketterhagen, President

ATTEST:

_____
Secretary

APPENDIX "A"

SCOPE OF WORK OF SERVICES

Gunnison County
Gunnison sage-grouse
Land Use Permit Application Review Process;
Gunnison Basin Sage-grouse Strategic Committee Administration

Services shall be limited to: 1) accomplishing reviews for proposed land use applications and pre-application conference requests referred to the GCD by the Gunnison County Community Development Department or the Gunnison County Public Works Department; 2) providing support for and participation in Gunnison Basin Sage-grouse Strategic Committee meetings, subcommittee meetings and associated activities.

Services shall performed according to the following:

Land Use Permit Applications

The Wildlife Biologist will make best efforts for reviews to be conducted and completed within five (5) business days of request.

1. Application for land use related activities within mapped GuSG occupied habitat referred from Community Development or Public Works Staff
    a. Building, OWTS
    b. Land Use Change (Planning Commission Action)
        i. Minor Impact
        ii. Major Impact
    c. Access
    d. Reclamation
    e. Pre-application Conference
        i. Required for minor or major impact project applications
        ii. Required for any surface disturbing activity within GuSG habitat
        iii. May be requested by the parcel owner
            1. For a specific project
            2. For assessment of GuSG habitat values on parcel without a specific project being proposed
        iv. May be combined with permit application review if the proposed activity is
            1. In a developed area (subdivision, developed parcel, etc.)
            2. An addition or modification to an existing structure or facility

2. Determine location of parcel (CD or PW staff will have determined if it is in GuSG occupied habitat) using the Habitat Prioritization Tool
    a. In Tier 1 habitat
        i. Requires consultation with Colorado Parks and Wildlife (CPW)
            1. Onsite if determined necessary
            2. By conference if onsite is determined not necessary
            3. Document results of consultation in Site Specific Analysis
        ii. Mandatory Reclamation Permit
        iii. Determine if an onsite assessment is necessary to assess GuSG habitat/impacts of project (if a project is proposed) on habitat/GuSG
            1. If onsite is necessary, determine if there is legal access to the parcel
                a. If not immediately apparent, notify applicant that proof of legal, physical access is required
            2. If onsite is necessary, schedule with
                a. CPW staff
                b. CD staff
                c. PW staff
                d. Parcel owner/representative
            3. Prepare HPT maps for site visit participants
                a. Tiered habitat map
                b. Lek proximity map
                c. Scored habitat map
            4. Conduct onsite assessment
    b. In Tier 2 habitat
        i. May require consultation with CPW based upon review
            1. Location of parcel
                a. Near Tier 1 habitat
                b. Near a lek
                c. Features potentially important to GuSG
            2. Nature of project proposed
                a. Impact important habitat outside parcel boundaries?
                b. Have attributes of concern to GuSG?
            3. Determine if an onsite is necessary
                a. If it is, follow onsite process for Tier 1 habitat
            4. Reclamation Permit may be required for activities <10,000sqft surface disturbance
                a. If activities may result in noxious weed transmission to Tier 1 habitat
                b. Other factors indicate that permitted reclamation would be advantageous to GuSG habitat

c. Notify the referring Department if the review/final analysis is going to take longer than 5 days.

3. Prepare a formal GuSG Site Specific Analysis
    a. Based upon information available is there or could there be an adverse impact to GuSG or their habitats by the proposed activity or if no activity is proposed, if activity were proposed in the future?
    b. Determine if the impacts to GuSG and/or their habitats can be
        i. Avoided
        ii. Minimized
        iii. Mitigated
    c. Propose permit conditions and or actions accordingly
    d. Circulate draft Analysis to CPW and County staff participating in the review for concurrence
    e. Finalize Site Specific Analysis
        i. Final to
            1. Community Development
            2. Public Works
            3. CPW staff that participated

<u>Strategic Committee</u>

1. Membership
    a. Maintain a current list of members
        i. "Rolodex" member list with contact information
        ii. Email distribution list
        iii. Coordinate with County Administration staff on public seats
        iv. Coordinate with Community Development administrative staff
    b. Subcommittees
        i. Track status
            1. Standing
            2. Project based
        ii. Maintain membership list
        iii. Participate as necessary

2. Meetings
    a. Meeting location (currently, Planning Commission meeting room)
    b. Meeting date/time (currently monthly, 10am to 2pm)
    c. Agenda
        i. Draft
        ii. Consult with Executive Subcommittee as necessary
        iii. Coordinate with outside entities for specific agenda items of interest to Committee

iv. Publish agenda in two local newspapers
v. Work with CD administrative staff to post agenda on website and at official posting location

d. Attend
    i. Participate in discussion as necessary
    ii. Take working notes
    iii. Follow-up on any action items

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; RFA #LAAA 2025*01; Youth Mental

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Attorney General's office

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

Summary:

Grant application through the Colorado Attorney General's office for GCSAPP to offer social emotional education, drug and alcohol education, parent education, and youth prosocial activities. This is through JUUL settlement dollars.

Fiscal Impact: $736,606.00

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/31/2024

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

Comments:
Legally sufficient. SO 12/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2025

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

Agenda Date: 1/7/2025

Revised April 2015

Narrative

Problem Description

Gunnison County is a designated frontier county located in south-central Colorado, with a population of 16,918 and fewer than five people per square mile. Most residents live in Crested Butte and Gunnison or within the 30-mile valley between the two towns, with additional small communities such as Pitkin, Almont, Ohio City, Sargents, Marble, and Somerset. The demographic composition includes 9.9% Hispanic, 93.4% White alone, 2.9% American Indian/Native Alaskan, and 2.1% identifying as two or more races (US Census Bureau, 2020). Gunnison County's historical roots in trapping, mining, and ranching fostered a culture of independence that persists today. Now a tourist destination, the county boasts the world-renowned ski resort and world-class fishing, mountain biking, and outdoor adventure activities. This lifestyle, along with tourism, contributes to a "festival culture" that normalizes substance use, reinforcing the perception that "living in the high country means getting high," one of the county's most significant community risk factors.

Substance use rates in Gunnison County rank among the highest in Colorado. Between 2021 and 2023, the adult excessive drinking rate was 25.95%, current adult marijuana use was 24.57%, and adult vaping prevalence was 8.27% (CDPHE, 2021-2023). These rates place Gunnison County in the top ten counties for binge drinking and marijuana use. The normalization of substance use within ski, tourism, and ranching cultures exposes youth to relaxed social norms around alcohol and drugs. Youth substance use trends, according to the Healthy Kids Colorado Survey (HKCS, 2023), show mixed results, a decrease in high school substance use but an increase in middle school. High school binge drinking was 17.9%, past 30-day marijuana use was 14.4%, and past 30-day vaping was 9.5%. There has been an increase in harm perception, with 88.5% of high school students recognizing the risks of daily vaping in 2023 compared to 49.7% in 2017.

Mental health challenges persist among youth in Gunnison County. Among high school students, 20.3% reported feeling sad or hopeless for two or more weeks in the past 12 months, 13.1% considered suicide, and 5.2% attempted suicide within the last year. Suicide attempts disproportionately affect Hispanic youth (6.5%) and LGBTQ+ youth (9%). Middle school data reveal concerning trends. From 2019 to 2023, youth who had ever used electronic vapor products increased from 3.7% to 7.8%, and current alcohol use increased from 4.9% to 7.9%. Lifetime alcohol use jumped significantly from 10.1% in 2021 to 22.7% in 2023. Mental health measures among middle school students also worsened, with 24.5% reporting feelings of sadness or hopelessness, 21.2% considering suicide, and 7.5% attempting suicide in 2023. Hispanic middle school students face disproportionately higher suicide attempts at 15.3% (HKCS, 2023).

The Gunnison County Department of Juvenile Services (JDS) provides a continuum of support from upstream prevention to targeted early intervention for youth and families. During the

2023-2024 school year, JDS observed a 30% increase in middle school youth requiring support and a 40% increase in nicotine-related cases, primarily vaping and Zyn use. Municipal courts have reported more youth nicotine violations, highlighting the urgent need for enhanced upstream prevention efforts.

Since 2006, the Gunnison County Substance Abuse Prevention Project (GCSAPP) has served as a cornerstone of community efforts to address youth substance use and promote mental health. Utilizing the evidence-based Communities That Care framework, GCSAPP coordinates prevention strategies to mitigate risk factors and enhance protective factors across the social-ecological model. The coalition's 2025-2030 strategic plan prioritizes risk factors including community laws and norms favorable to substance use and firearms, family conflict, and early initiation of problem behaviors. Protective factors include opportunities for prosocial involvement, attachment to parents/caregivers, and social skill development. This project aims to strengthen these protective factors to create a healthier environment youth.

Project Description

This project will address the protective factors: opportunities for prosocial involvement, attachment to parents/caregivers, and social skills. The primary goals are to reduce ENDS use, increase youth connections to trusted adults, and diversify school and community-based prosocial opportunities. By focusing on all three objective areas, the project builds on insights gained from over 20 years of prevention work, emphasizing the importance of family support as the foundation for youth success. As we often say, prevention starts at home and ends at home.

To better support youth, we recognize the need to empower their parents. Our community has provided monthly educational events for parents throughout the school year to increase their understanding of issues impacting youth and build skills for engaging in hard conversations. Historically, these events have targeted secondary-level parents and average 400 attendees annually. Through this funding opportunity, we aim to expand these offerings to include elementary-level parents. Due to the increase in middle school substance use we see a need to move upstream by increasing education in elementary school. Educational events will continue to be provided in both Spanish and English, covering topics such as mental health, substance use, social media, sexual health, development, social skills, and more.

To bolster parental support further, we will use this funding to sustain multiweek, evidence-based parent education courses for elementary and preteen parents. These programs will focus on building parenting skills and strengthening family bonds to reduce the risk of substance use and enhance social and emotional skills. Culturally tailored offerings will meet the specific needs of Hispanic families. Programs will be available annually in both English and Spanish; however, current funding for these efforts is only partially sustained beyond September 2025.

Prevention science underscores the importance of connections to parents and trusted adults as one of the strongest protective factors. To reinforce this, we will provide annual trainings and

professional development opportunities for trusted adults. Partnering with the Gunnison Watershed School District (GWSD), Gunnison Valley Mentors (GVM) and other community organizations, we will identify training needs to support youth's social and emotional development and restorative practices. Training topics may include positive youth development, navigating difficult conversations, and mental health and substance use education. The goal is to equip parents and trusted adults with the skills to better support youth and to increase the number of adults available for youth to seek help from. Current funding for these efforts is expire in June of 2025.

During the 2020-2021 school year, the GWSD identified social-emotional learning (SEL) as a top priority through its SEL Needs and Gaps Analysis. This informed the trajectory of SEL efforts within the school district and with community partners, establishing it as a key protective factor. Through collaboration with GCSAPP, universal SEL education has been integrated into health and advisory classes for grades 4-9. This project will sustain and expand capacity to continue offering SEL education, given the HKCS data highlighting increased substance use, poor mental health outcomes, and problem behaviors among middle school students. Currently, we are piloting SEL education in 5th grade at one school site and recognize the need for upstream prevention efforts at the elementary level. SEL education will teach youth essential skills such as communication, conflict resolution, healthy relationships, goal setting, managing emotions, and refusal skills. Additionally, the GCSAPP youth coalition, composed of 6th-12th graders, has expressed a need for more fact-based education on drugs and alcohol. We will explore opportunities to collaborate with GWSD to enhance substance use education during health.

While youth need safe spaces to learn SEL skills, they also require opportunities to practice at home, at school, and in the community. Our community has identified increasing opportunities for prosocial involvement as a protective factor. This project will expand and diversify these opportunities, reducing barriers such as cost, language, and transportation to ensure equitable access. Youth, school, and community partners will collaboratively prioritize the types of activities and programs offered. Past activities have included outdoor leadership programming, rock climbing clubs, high and low ropes courses, art classes, make up tutorials, peer to peer leadership and academic clubs, and more. In a community where substance use is at most community events, the youth coalition helps to identify activities on weekend and other high-risk nights to create safe, substance free, and prosocial spaces for youth and families including free movie nights, roller skating, and laser tag. Funding will be utilized to expand activities.

Youth Voice and Equity

Youth are central to this project's design and implementation. The GCSAPP youth coalition consists of 50 6th-12th grade students from the GWSD and homeschool networks. Meetings are held biweekly at two high schools and two middle schools. Facilitated by GCSAPP and GVM staff in English and Spanish, these meetings empower youth to address community risk and protective factors. In addition, GCSAPP and GVM staff go to where youth are by attending a variety of school clubs such as our Gender and Sexuality Alliances, League of United Latin

American Citizens, and Sources of Strength as trusted adults. Youth from these school clubs provide input on school and community initiatives.

Youth have identified vaping and Zyn use as significant concerns among their peers. They've expressed a need for skills to navigate difficult conversations and recognize when to connect peers with trusted adults. Additionally, they've requested fact-based education on drugs, alcohol, and addiction. Youth will remain active participants in this project by serving as a sounding board for initiatives, generating youth-led strategies, and guiding decisions on prioritizing prosocial opportunities and educational topics for adults.

The project is informed by and responsive to the unique needs of the Gunnison County community. GCSAPP works closely with youth and families to identify cultural needs and barriers, conducting focus groups with youth, parents, the immigrant community, schools, and businesses. Additionally, GCSAPP participates in a statewide rural resort community of practice to address the complexities of rural resort culture, such as balancing extreme economic deprivation and privilege. These insights ensure that prevention programming reflects community values and contexts, fostering inclusivity and cultural relevance.

The project prioritizes culturally tailored and identity-affirming approaches. By engaging diverse groups, including immigrant families and Spanish-speaking communities, GCSAPP ensures that programming is accessible and respectful of cultural nuances. Meetings and activities are facilitated in both English and Spanish to accommodate language needs. Prevention programming is designed to be inclusive of youth interests and sensitive to the challenges faced by marginalized groups, ensuring that all participants feel seen, valued, and supported.

Collaboration

GCSAPP, founded in 2006, is a community coalition with the mission to utilize evidence-based strategies and community mobilization to reduce substance use by youth, so youth can become healthy, stable and productively involved in their communities. GCSAPP has representation from across all 12-sectors of the community as recommended by CDPHE and Substance Abuse and Mental Health Services Administration (SAMSHA). GCSAPP understands the importance of each sector representative's active involvement. Each of our sector representatives brings a unique set of knowledge, skills and experiences to the work of the coalition.

The coalition operates through bi-monthly meetings, with subcommittees convening monthly. The youth coalition meets weekly, providing critical input and guidance. GCSAPP coalition meetings are open to all community members, with the schedule publicly posted to ensure accessibility. Equal participation is encouraged, and all attendees may vote and contribute ideas. Committees are essential to GCSAPP's work, with at least one active committee always. Currently, GCSAPP has an executive committee, a positive youth development (PYD) subcommittee, and an impaired driving subcommittee. GVM has been the lead for our PYD

subcommittee and community efforts, through is funding opportunity we intend to continue this partnership which strengthens our community-based work. Key stakeholders are engaged as needed, such as the Superintendent of GWSD for school-based collaboration, city councils for policy work, and law enforcement for accountability.

This project has been developed through close collaboration with youth, parents, and a range of community partners. Youth contribute through the youth coalition, serving as a sounding board and providing input on program priorities. Parents have participated in focus groups to identify cultural needs and barriers, informing the development of parent education programs. Collaboration with the GWSD, including the Superintendent, principals, assistant principals, counselors, student health and wellness coordinator, and health teachers, ensures alignment with school priorities and supports this application.

During implementation, the coalition will serve as a guiding body for the project, with the PYD subcommittee and executive committees playing key roles in program planning. Specific responsibilities include GWSD guiding SEL and substance curriculum delivery, integrating prosocial programming into schools, and supporting professional development. The youth coalition will act as a youth-driven advisory group to inform initiatives and ensure relevance to youth needs. Community organizations will provide expertise and resources and support guiding community-based prosocial activities and trusted adult trainings.

GCSAPP has a proven history of successful collaboration with community partners, leveraging collective expertise to achieve shared goals. Moving forward, the coalition will continue to strengthen existing partnerships while building new relationships to fill gaps in service delivery. By aligning resources and expertise across sectors, GCSAPP will maximize the impact of this project, ensuring that youth and families receive the support they need to thrive.

Organizational Capacity

GCSAPP has been the lead agency of youth prevention work for just under 20 years and will continue to serve as the lead agency for this grant. GCSAPP has a successful past of building the knowledge and skills of coalition members and community partners. The coalition is a trusted organization in Gunnison County and is often looked to as authorities in the prevention and behavioral health fields. GCSAPP believes that sharing power with community members to lead prevention decisions is essential to the success of prevention work in Gunnison County.

Gunnison County government serves at the backbone agency for GCSAPP. Gunnison County government provides the infrastructure and fiscal management for our programs and funding sources. GCSAPP is housed in JSD which has been providing prevention and early intervention services for the past 20 years. GCSAPP works towards sustainability of effective strategies and uses braided funding from grants and partner agencies to leverage all prevention work. GCSAPP and JSD has successfully secured and managed with fiscal responsibility over 15 state and federal grants addressing prevention.

Project Resiliency

Funding from this application will be utilized to sustain and expand current SEL programming and parent education/professional development. While also increasing capacity to serve more youth through SEL and substance curriculum delivery at the GWSD and bolstering parent and trusted adult education for elementary. Due to the Behavioral Health Administration funding to pilot prevention programs, we were able create new programs that have been effective in our community, and we are aiming to sustain and expand. Funding for substance use curriculum delivery is not secured. Current funding allocated for elementary SEL, and multi week parent education is limited to pilot funding for one year; this grant cycle would ensure sustainability and allow for expanded offerings. Funding for SEL and restorative practices professionals' development is ending in June 2025.

GCASPP prides itself on fiscal responsibility and sustainable programming. As a coalition we examine our strategic plan and what funding supports these efforts. To ensure we are not supplanting we have examined what grants we currently hold and their priorities. Currently, GCSAPP receives funding from other grants that are outside of this scope. CDHPE for coalition capacity work. Colorado Department of Transportation for impaired diving work, state tobacco funds for school policy and cessation services, Colorado Office of Sexual Health for comprehensive sexual health and local tobacco and marijuana tax dollars for mental health initiatives and drivers' education. We intend to continue to secure funds from these sources in future funding cycles.

GCSAPP's inclusion in the Gunnison County Board of County Commissioners strategic plan ensures long-term sustainability of prevention efforts in the community. Additionally, GCSAPP partners with several community and youth-serving agencies to co-write funding applications, increasing the strength of proposals and the capacity to address the unique challenges of serving a rural population. This collaborative funding model will continue to secure future support for the initiatives proposed in this project, ensuring the resilience of programs developed through this one-time funding opportunity.

Performance Measures

- By June 30th, 2028, this effort will reduce ENDS use by middle and high school youth by 3% using 2023 HKCS data as baseline.
- By June 30th, 2028, this effort will increase the number of middle and high school students who have an adult to go to for help with a serious problem by 3% using HKCS data as baseline.
- By June 30, 2028, this effort will decrease the gap by 2% between the number of youth and parents reporting having difficult conversations around mental health, substance use, and sex/consent/healthy relationships using 2023 GCSAPP Adult and Youth Community Survey as baseline data.

Data will be collected utilizing the HKCS, which is administered in the GWSD to 6th-12th grade students. The 2023 HKCS data will serve as the baseline, with follow-up data collection planned for 2025 and 2027. Additional data will be gathered annually through the GCSAPP Adult and Youth Community Survey, with 2023 serving as the baseline year. We will also track the number of youth receiving SEL and substance use education, as well as the number of youth participating in extracurricular and prosocial activities annually.

Key performance measures include reducing ENDS use among middle and high school youth by 3% by June 30, 2028, based on 2023 HKCS data. Another measure involves increasing the number of middle and high school students who report having an adult to turn to for help with serious problems by 3%, also using HKCS data. Additionally, the project aims to decrease by 2% the gap between youth and parents reporting difficulty in having conversations about mental health, substance use, and topics such as sex, consent, and healthy relationships, based on 2023 GCSAPP survey data.

These data points will help assess the impact of education and prosocial opportunities on reducing substance use, including ENDS. Furthermore, increasing the number of trusted adults available to youth and fostering open conversations between youth and adults are essential protective factors against substance use and help build critical social and emotional skills. By reassessing these measures during and at the end of the grant period, the project will demonstrate its effectiveness in addressing the chosen objectives and provide a foundation for future initiatives to support student well-being.

RFA #LAAA 2025*01 ATTACHMENT 1

Application Form

Applicant Details

Application Date: 1/15/24

Name of Applicant: Gunnison County

Applicant EIN: 84-6000770

Mailing Address: 200 E. Virginia Ave, Gunnison CO 81230

Physical Headquarters Address (if different from mailing address):

202 E. Georgia Ave, Gunnison CO 81230

If address listed above is not in Colorado, please describe presence in Colorado/ability to serve Colorado consumers:

Website: www.gunnisoncounty.org/gcsapp

Project Director/Principal Representative *(This the main contact for your project.)*

Name: Emily Mirza

Title: GCSAPP Program Manager

Email Address: emirza@gunnisoncounty.org

Phone Number: 970-642-7396

Fiscal Contact (if different)

☐ Same as Project Director

Name: Jody Wise

Title: Accountant

Email Address: jwise@gunnisoncounty.org

Phone Number: 970-641-7679

Authorized Signer *(This person should have the authority to sign grant agreements.)*

Name: Jonathan Houck

Title: County Commissioner

Email Address: JHouck@gunnisoncounty.org

Phone Number: 970-641-7600

Project Details

Project Title: Strengthening Protective Factors for Youth Wellbeing and Substance Use Pre

Proposal Overview/Executive Summary (150 word maximum):

The Gunnison County Substance Abuse Prevention Project (GCSAPP) aims to reduce youth substance use and promote mental health by focusing on three protective factors: opportunities for prosocial involvement, connections to trusted adults, and social skills development. This initiative includes expanded social-emotional learning (SEL) and substance use education in schools, culturally tailored parent education, professional development for youth-serving adults, and diverse prosocial activities for youth. Youth play a central role through the GCSAPP youth coalition, while parents and community

RFA #LAAA 2025*01 ATTACHMENT 1

Application Form

Objective(s) Addressed (check all that apply):

- [x] Objective 1: Programs that promote healthy peer groups, positive social norms, and school/community connectedness and belonging for youth under age 21.
- [x] Objective 2: Programs that promote the skills of parents, caregivers, and/or other trusted adults to support youth under age 21.
- [x] Objective 3: Programs that promote student resiliency, psychological safety, and positive school climate in youth under age 21.

Target geographic region: Gunnison County

Student Population: Indicate how many students are enrolled in the school district(s), BOCES, network or collaborative served by the project. **Check one box only:**

- [ ] Large: 23,000 students or more
- [ ] Medium: 7,500 to 22,999 students
- [x] Small: Fewer than 7,500 students

Total amount requested: $ 736,606

Year 1: $248,371

Year 2: $240,306

Year 3: $247,929

Current annual operating budget (not applicable for eligible education institutions): $25,984,760

Partner Organizations (include only organizations that are listed as subgrantees in budget):

Gunnison Valley Mentors

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Signature of Applicant Date

COLORADO
Department of Law
Attorney General Phil Weiser

Attachment 2 - Three Yea

Section I: Fill in the following information for your project.	
Project Name	Strengthening Protective Factors for Youth
Organization Name	**Gunison County**
Organization Type	Government
Organization Contact Name & Title	Emily Mirza, GCSAPP Program Manager
Fiscal Contact Name & Title	Jody Wise, Accountant

Section II: This section will auto-fill once you complete the Year 1 - Year 3 tabs. Review for accuracy.

GRANT BUDGET SUMMARY		
	Year 1	**Year 2**
Personnel Services	$139,626.00	$148,294.00
Materials/Supplies and Operating	$57,760.00	$41,760.00
Travel	$1,442.00	$1,442.00
Equipment	$0.00	$0.00
Contractual Expenses	$27,400.00	$27,400.00
Indirect Costs	$22,143.00	$21,410.00
TOTAL	$248,371.00	$240,306.00

ar Budget Proposal

Funding Amount	$736,606.00
Project Start Date	1/7/2025
Project End Date	6/30/2028
Organization Contact Phone & Email	970-642-7396, emirza@gunnisoncounty.org
Fiscal Contact Phone and Email	970-641-7679, jwise@gunnisoncounty.org

Year 3	TOTAL
$155,224.00	$443,144.00
$41,760.00	$141,280.00
$1,442.00	$4,326.00
$0.00	$0.00
$27,400.00	$82,200.00
$22,103.00	$65,656.00
$247,929.00	$736,606.00

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Attorney General Phil Weiser

Year 1 Budget

Organization Name	Gunnison County
Budget Period (ex. January 2025-Dec 31, 2025 = 1 year)	July 1, 2025 - June 30, 2026

Expenditure Categories

Personnel Services - Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included. Fringe must be allocated proportionally to the percent of time on project. **Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if the agreement is expected to be effective for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling $60,000 would show as $40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.**

Position Title	Description of Work and Justification	Gross or Annual Salary (x [# Months in FY])	Fringe	Percent of Time on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
GCSAPP Program Manager	Grant management, reporting, budget, and deliverables	$101,000.00	$26,000.00	5%		$6,350.00
						$0.00
						$0.00
						$0.00

Personnel Services - Hourly Employees

List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).

Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Social Emotional Learning Coordinator - Secondary	Deliver SEL curriculum in secondary school, support school-based youth groups, and facilitate the youth coalition/prosocial activities - 15hrs/wk.	$37.00	$22.00	780		$46,020.00
Prevention Education Specialist	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$35.00	$8.00	416		$17,888.00
Facilitator/Coach	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$35.00	$8.00	416		$17,888.00
Data Coordinator	Support with grant objectives, data collection, tracking, and grant reporting - 10hrs/wk.	$37.00	$8.00	520		$23,400.00
Social Emotional Learning Coordinator - Elementary	Deliver EL curriculum in elementary school, support school-based youth groups, and facilitate youth coalition/prosocial activities - 12hrs/wk.	$37.00	$8.00	624		$28,080.00
				Total Personnel Services (including fringe benefits)		**$139,626.00**

Materials/Supplies & Operating Expenses

Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Computer & Phone	2 FTE computer at $3800 annually and 2FTE phone at $80	$4,280.00	2		$8,560.00
Incentives for parent education, training and youth coalition	20 people x $25/hr. x 10 months	$5,000.00	1		$5,000.00
Youth Prosocial Activity and Peer Supports	10 activities x $1,000	$1,000.00	10		$10,000.00
SEL Curriculum	3-year license for k-12 SEL curriculum	$16,000.00	1		$16,000.00
Advertising	$250 x 8 ads for parent education, trusted adult training, and youth prosocial activities	$250.00	8		$2,000.00
Rent	$400 x 12 months	$400.00	12		$4,800.00
Training costs (parent education, school staff professional development, and trusted adult training)	10 trainings x $500 training (training materials and speaker fees) and 10 trainings x 40 people x $16/person	$1,140.00	10		$11,400.00
			Total Supplies & Operating Expenses		**$57,760.00**

Travel

Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Lodging	$150 x 3 employees x 2 nights	$900.00	1		$900.00
Meals	$69 x 3 employees x 1 day	$207.00	1		$207.00
Milage	500 round trip Gunnison to Denver	$335.00	1		$335.00
					$0.00
					$0.00
			Total Travel		**$1,442.00**

Equipment

Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of $10,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
					$0.00
					$0.00
					$0.00
					$0.00
			Total Equipment		**$0.00**

Contractual

Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outlined in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables. Please have all subgrantees fill out "Attachment 2.A Three Year Subgrantee Budget Proposal" and submit with all application items.

Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Gunnison Valley Mentors	Support with facilitation of youth coalition in Spanish and	$27,400.00	1		$27,400.00
					$0.00
					$0.00
					$0.00
					$0.00
Total Contractual					**$27,400.00**
SUB-TOTAL BEFORE INDIRECT					**$226,228.00**

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary. Show calculation if using a Federally Negotiated Rate or if applying the indirect to an amount different from the Sub-Total Before Indirect shown above.		
Item	**Description and Justification**	**Proposed Indirect Cost Rate (%)**
Proposed indirect cost percentage (may not exceed 15% of Total Direct Cost unless you have a Federally Negotiated Rate)	Gunnison County has negotiated a 10% indirect rate.	10.00%
Total Indirect		**$22,143.00**
TOTAL		**$248,371.00**

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Year 2 Budget

Organization Name	Gunnison County
Budget Period (ex. January 2025-Dec 31, 2025 = 1 year)	July 1, 2026 - June 30, 2027

Expenditure Categories

Personnel Services - Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included. Fringe must be allocated proportionally to the percent of time on project. **Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if the agreement is expected to be effective for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling $60,000 would show as $40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.**

Position Title	Description of Work and Justification	Gross or Annual Salary (x [# Months in FY])	Fringe	Percent of Time on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
GCSAPP Program Manager	Grant management, reporting, budget, and deliverables	$109,000.00	$26,000.00	5%		$6,750.00
						$0.00
						$0.00
						$0.00

Personnel Services - Hourly Employees

List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).

Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Social Emotional Learning Coordinator - Secondary	Deliver SEL curriculum in secondary school, support school-based youth groups, and facilitate the youth coalition/prosocial activities - 15hrs/wk.	$40.00	$22.00	780		$48,360.00
Prevention Education Specialist	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$38.00	$8.00	416		$19,136.00
Facilitator/Coach	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$38.00	$8.00	416		$19,136.00
Data Coordinator	Support with grant objectives, data collection, tracking, and grant reporting - 10hrs/wk.	$40.00	$8.00	520		$24,960.00
Social Emotional Learning Coordinator - Elementary	Deliver EL curriculum in elementary school, support school-based youth groups, and facilitate youth coalition/prosocial activities - 12hrs/wk.	$40.00	$8.00	624		$29,952.00
				Total Personnel Services (including fringe benefits)		**$148,294.00**

Materials/Supplies & Operating Expenses

Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Computer & Phone	2 FTE computer at $3800 annually and 2FTE phone at $80	$4,280.00	2		$8,560.00
Incentives for parent education, training and youth coalition	20 people x $25/hr. x 10 months	$5,000.00	1		$5,000.00

Youth Prosocial Activity and Peer Supports	10 activities x $1,000	$1,000.00	10		$10,000.00
					$0.00
Advertising	$250 x 8 ads for parent education, trusted adult training, and youth prosocial activities	$250.00	8		$2,000.00
Rent	$400 x 12 months	$400.00	12		$4,800.00
Training costs (parent education, school staff professional development, and trusted adult training)	10 trainings x $500 training (training materials and speaker fees) and 10 trainings x 40 people x $16/person	$1,140.00	10		$11,400.00
			Total Supplies & Operating Expenses		**$41,760.00**

Travel

Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Lodging	$150 x 3 employees x 2 nights	$900.00	1		$900.00
Meals	$69 x 3 employees x 1 day	$207.00	1		$207.00
Milage	500 round trip Gunnison to Denver	$335.00	1		$335.00
					$0.00
					$0.00
			Total Travel		**$1,442.00**

Equipment

Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of $10,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
					$0.00
					$0.00
					$0.00
					$0.00
			Total Equipment		**$0.00**

Contractual

Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outlined in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables. Please have all subgrantees fill out "Attachment 2.A Three Year Subgrantee Budget Proposal" and submit with all application items.

Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Gunnison Valley Mentors	Support with facilitation of youth coalition in Spanish and	$27,400.00	1		$27,400.00
					$0.00
					$0.00
					$0.00
					$0.00
Total Contractual					**$27,400.00**
SUB-TOTAL BEFORE INDIRECT					**$218,896.00**

Indirect

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary. Show calculation if using a Federally Negotiated Rate or if applying the indirect to an amount different from the Sub-Total Before Indirect shown above.

Item	Description and Justification	Proposed Indirect Cost Rate (%)
Proposed indirect cost percentage (may not exceed 15% of Total Direct Cost unless you have a Federally Negotiated Rate)	Gunnison County has negotiated a 10% indirect rate.	10.00%
Total Indirect		**$21,410.00**
TOTAL		**$240,306.00**

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Year 3 Budget

Organization Name	Gunnison County
Budget Period (ex. January 2025-Dec 31, 2025 = 1 year)	July 1, 2027 - June 30, 2028

Expenditure Categories

Personnel Services - Salaried Employees

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included. Fringe must be allocated proportionally to the percent of time on project. **Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if the agreement is expected to be effective for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling $60,000 would show as $40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.**

Position Title	Description of Work and Justification	Gross or Annual Salary (x [# Months in FY])	Fringe	Percent of Time on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
GCSAPP Program Manager	Grant management, reporting, budget, and deliverables	$115,000.00	$26,000.00	5%		$7,050.00
						$0.00
						$0.00
						$0.00

Personnel Services - Hourly Employees

List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).

Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Other Funding Sources for This Position	Total Amount Requested from DOL
Social Emotional Learning Coordinator - Secondary	Deliver SEL curriculum in secondary school, support school-based youth groups, and facilitate the youth coalition/prosocial activities - 15hrs/wk.	$42.50	$22.00	780		$50,310.00
Prevention Education Specialist	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$40.50	$8.00	416		$20,176.00
Facilitator/Coach	Assist with planning and facilitate parent education courses/youth SEL practice/prosocial activities - 8hrs/wk.	$40.50	$8.00	416		$20,176.00
Data Coordinator	Support with grant objectives, data collection, tracking, and grant reporting - 10hrs/wk.	$42.50	$8.00	520		$26,000.00
Social Emotional Learning Coordinator - Elementary	Deliver EL curriculum in elementary school, support school-based youth groups, and facilitate youth coalition/prosocial activities - 12hrs/wk.	$42.50	$8.00	624		$31,512.00
				Total Personnel Services (including fringe benefits)		**$155,224.00**

Materials/Supplies & Operating Expenses

Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Computer & Phone	2 FTE computer at $3800 annually and 2FTE phone at $80	$4,280.00	2		$8,560.00
Incentives for parent education, training and youth coalition	20 people x $25/hr. x 10 months	$5,000.00	1		$5,000.00

Youth Prosocial Activity and Peer Supports	10 activities x $1,000	$1,000.00	10		$10,000.00
					$0.00
Advertising	$250 x 8 ads for parent education, trusted adult training, and youth prosocial activities	$250.00	8		$2,000.00
Rent	$400 x 12 months	$400.00	12		$4,800.00
Training costs (parent education, school staff professional development, and trusted adult training)	10 trainings x $500 training (training materials and speaker fees) and 10 trainings x 40 people x $16/person	$1,140.00	10		$11,400.00
			Total Supplies & Operating Expenses		**$41,760.00**

Travel

Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Lodging	$150 x 3 employees x 2 nights	$900.00	1		$900.00
Meals	$69 x 3 employees x 1 day	$207.00	1		$207.00
Milage	500 round trip Gunnison to Denver	$335.00	1		$335.00
					$0.00
					$0.00
			Total Travel		**$1,442.00**

Equipment

Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of $10,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
					$0.00
			Total Equipment		**$0.00**

Contractual

Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outlined in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables. Please have all subgrantees fill out "Attachment 2.A Three Year Subgrantee Budget Proposal" and submit with all application items.

Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources *(if applicable)*	Total Amount Requested from DOL
Gunnison Valley Mentors	Support with facilitation of youth coalition in Spanish and	$27,400.00	1		$27,400.00
					$0.00
					$0.00
					$0.00
					$0.00
Total Contractual					**$27,400.00**
SUB-TOTAL BEFORE INDIRECT					**$225,826.00**

Indirect

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary. Show calculation if using a Federally Negotiated Rate or if applying the indirect to an amount different from the Sub-Total Before Indirect shown above.

Item	Description and Justification	Proposed Indirect Cost Rate (%)
Proposed indirect cost percentage (may not exceed 15% of Total Direct Cost unless you have a Federally Negotiated Rate)	Gunnison County has negotiated a 10% indirect rate.	10.00%
Total Indirect		**$22,103.00**
TOTAL		**$247,929.00**

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Division of Community Engagement

Work Plan Template

Organization Name	Gunnison County	**Project Name**	Strengthening Protective Factors for Youth Wellbeing and Substance Use	**Implementing Organization(s) - if applicable**	Gunnison County Substance Abuse Prevention Project

Which RFA Objective is the project targeting? (select all that apply)		**Which data points will be used to measure this objective? (As described in the Performance Measures section of Project Narrative)**
☑	Objective 1: Promote healthy peer groups, positive social norms, and school/community connectedness and belonging for youth under age 21.	By June 30th, 2028, this effort will reduce ENDS use by middle and high school youth by 3% using 2023 Healthy Kids Colorado Survey data as baseline.
☑	Objective 2: Promote the skills of parents, caregivers, and/or other trusted adults to support youth under age 21.	By June 30th, 2028, this effort will increase the number of middle and high school students who have an adult to go to for help with a serious problem by 3% using Health Kids Colorado Survey data as baseline. By June 30, 2028, this effort will decrease the gap by 2% between the number of youth and parents reporting having difficult conversations around mental health, substance use, and sex/consent/healthy relationships using 2023 GCSAPP Adult and Youth Community Survey as baseline data.
☑	Objective 3: Promote student resiliency, psychological safety, and/or positive school climate in youth under age 21.	By June 30th, 2028, this effort will reduce ENDS use by middle and high school youth by 3% using 2023 Healthy Kids Colorado Survey data as baseline.

Instructions (use this form as it fits your proposed project, you do NOT need to use all fields):
1) State the primary goals of the project, including the problem or challenge your goals seeks to address in the lines below.
2) For each goal, list the objectives that need to be achieved to reach the goal. You must have at least one objective for each goal.
3) For each objective, identify the primary activity to carry out the objective. You must have at least one activity for each objective.
4) If appropriate, identify the sub-activities that are necessary to carry out the primary activity.
5) For each listed activity and sub-activity, identify the responsible party/individual, the estimated timeframe, corresponding deliverables, and the desired outcome. The deliverables are how you will demonstrate progress on your goals to DOL.

Goals and Objectives should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.

Goal # 1:	**By June 30th, 2028, this effort will reduce ENDS use by middle and high school youth by 3% using 2023 Healthy Kids Colorado Survey data as baseline.**
Goal # 2:	**By June 30th, 2028, this effort will increase the number of middle and high school students who have an adult to go to for help with a serious problem by 3% using Health Kids Colorado Survey data as baseline.**
Goal # 3:	

Goal # 1:	**By June 30th, 2028, this effort will reduce ENDS use by middle and high school youth by 3% using 2023 Healthy Kids Colorado Survey data as baseline.**					
Goals #1, Objective # 1 :	**By June 30, 2028, this effort will continue to offer and expand social emotional and drug/alcohol education in GWSD health and advisory classes.**					
Activities			**Responsible**	**Estimated Timeframe**	**Desired Outcome (Benefit)**	**Deliverables (Documents or Measurements)**
Primary	**1**	**Partner with GWSD to offer SEL and substance use education in health and advisory.**	**GCSAPP and SEL Coordinators**	**Year 1: By June 15, 2026, Year 2: By June 15, 2027, & Year 3: By June 15, 2028**	**Increase SEL and substance use education in GWSD**	**Number of youth who received SEL and substance use curriculum. Percentage of middle and high school youth using ENDS.**
Sub-Activities	1.1	**Identify K-12 universal SEL curriculum and drug/alcohol curriculum for GWSD.**	GCSAPP and SEL Coordinators	Year 1: By September 30, 2025	Select curriculum	Curriculum selected.
	1.2	**Train GCSAPP staff in SEL curriculum.**	GCASPP	Year 1: By September 30, 2025	Training complete	2 staff completed training curriculum.
	1.3	**Offer SEL and substance use education with 4th-12th grade youth in GWSD.**	SEL Coordinators	Year 1: By June 15, 2026, Year 2: By June 15, 2027, & Year 3: By June 15, 2028	Increase SEL and substance use education in GWSD	Number of youth who received SEL and substance use curriculum.
	1.4					

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Abby Johnson; Juv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Abby Johnson

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

Summary:

Contract to provide therapy to youth through the Youth Wellness Program

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 12/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/5/2024

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

Agenda Date: 1/7/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st 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 Abby Johnson, whose address is P.O. Box 87, Ojo Caliente, NM 87579 ("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 though the Youth Wellness Program.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 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 deliver high quality serivces 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 and 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. 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.

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

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. 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: Abby Johnson
PO Box 87
Ojo Caliente, NM 87579

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; 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: Abby Johnson

Its: Dandelion Roots Healing

APPENDIX A: Scope of Work

Area Served:
Gunnison County

Dates of Services Provided:
September 1st 2024 through August 31st 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 6th-12th 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.

Business Name: Dandelion Roots Healing

Address: PO box 87
Ojo Caliente
NM
87549

Name Abby Johnson
Signature Abby Johnson Date: 10/16/24

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.